

***MONROE COUNTY TOURIST DEVELOPMENT COUNCIL'S***

# **OPERATIONS MANUAL**

## **SECTION IV**

### **EVENT PROCEDURES**

# EVENT FUNDING APPLICATION

## REQUEST FOR BIDS

### MONROE COUNTY TOURIST DEVELOPMENT COUNCIL

Mr. Matthew P. Babich, Chairperson  
Mr. Todd Firm  
Ms. June Helbling  
Mr. Michael Ingram  
Mr. Robert Padron  
Commissioner Edwin Scales, III  
Mr. Scott Simmons  
Mayor Dixie Spehar  
Ms. Christina Weinhofer  
  
Marketing Director  
Harold Wheeler

### INQUIRIES AND CORRESPONDENCE:

All questions pertaining to this solicitation should be directed to:

Administrative Office  
Monroe County Tourist Development Council  
P.O. Box 866  
Key West, Florida 33040  
Tel: (305) 296-1552 Fax: (305) 296-0788

**All bids submitted in response to this solicitation should be addressed to and received no later than 5:00 p.m. (Close of business day) \_\_\_\_\_, 20\_\_ at:**

**Purchasing  
Monroe County, Florida  
1100 Simonton Street, 2<sup>nd</sup> Floor, Room 213  
Key West, Florida 33040  
Attention: DESTINATION/TURN KEY EVENT APPLICATION**

## TABLE OF CONTENTS

### EVENT APPLICATIONS

(Destination, Turnkey)

#### **Destination and Turnkey Events:**

Request for Bid Overview	5 – 8
Event Funding Schedule	6
Application for Event Funding	9 - 20
Non-Collusion Affidavit	19
Drug Free Workplace Form	20
Criteria for Evaluation	22
Sample Funding Agreement (Destination & Turnkey)	23 - 34

#### **Fishing Umbrella**

Fishing Organization (Umbrella)	35 - 67
Instructions for Proposal Preparation & Submission	
Attachment A – Notice of Intent to Affiliate	
Attachment B – Affiliate Questionnaire	
Attachment C – Tournament History Questionnaire	
Attachment D – Budget Breakdown	
Attachment E – Schedule of Events	
Attachment F – Directors Report (Tournament Summary)	
Attachment G – Directors Report (Tournament Results)	
Unreferenced – Action Plan for Parking/Road Closures/Security/Trash	
Unreferenced – No Resale Agreement	
Attachment H – Statement of Income & Expenses	
Unreferenced – Tournament Rule Requirements	
Attachment I – Insurance Requirements	
Attachment J – Sample Funding Agreement	
Attachment K – Public Entity Crimes Form	
Attachment L – Reimbursement Process	
Attachment M – Request for Reimbursement/Direct Payment	
Attachment N – Logo Information	
Attachment O – Acceptable/Non-Acceptable Expenses	

#### **Cultural Umbrella**

Cultural Organization (Umbrella)	68 – 86
Application for Cultural Umbrella Event Funding	
Sample Funding Agreement	

## **NOTICE OF CALLING FOR BIDS**

NOTICE IS HEREBY GIVEN TO PROSPECTIVE BIDDERS that on \_\_\_\_\_, 20\_\_ at **no later than 5:00 p.m.** The Monroe County Purchasing Office will receive sealed bids for the following:

**Request for Bid – Destination/Turnkey Event Funding  
January 1, 20\_\_ through December 31, 20\_\_**

**Specifications and Bid Documents may be requested from DemandStar by Onvia by calling [1-800-711-1712](tel:1-800-711-1712) or by going to the website at [www.demandstar.com](http://www.demandstar.com)** Questions regarding the Bid should be directed to the Administrative Office of the Tourist Development Council, (305) 296-1552. Any addenda to this Request for Bids (RFB) shall be distributed to vendors on the list of Demandstar distributees for this RFB.

**All bids must be received by the Monroe County Purchasing Office on or before 5:00 p.m. on \_\_\_\_\_, 20\_\_ . No waivers shall be allowed for proposals which have not been submitted to the County Purchasing Department by the close of business on the deadline date.**

Bidders must submit two (2) signed **originals** and, for each separate District indicated, twelve (12) complete **copies** of each bid in a sealed envelope clearly marked on the outside: "**Sealed Bid for Destination/TurnKey Event Funding**", addressed and delivered to:

**Purchasing Office, 1100 Simonton Street, Room 2-213, Key West, Florida 33040**

All bids must remain valid for a period of ninety (90) days. The Board will automatically reject the bid of any person or affiliate who appears on the convicted vendor list prepared by the Department of General Services, State of Florida, under Section 287.133(3)(d), F.S. (1997).

Contract award will be by the Monroe County Board of County Commissioners to those proposers whose Bids are/is deemed by the BOCC, upon recommendation of the Monroe County Tourist Development Council, to be in the best interest of Monroe County.

Dated at Key West, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

## OVERVIEW AND INSTRUCTIONS

### 1) Bid Schedule

(Contact Administrative Office for updated information)

(TDC/DAC Review/Evaluation meeting dates subject to change)

Issue of Request for Bid	TBA
Workshop for Event Applicants	TBA
Application Deadline	TBA
DAC Review/Evaluation of Applications	TBA
TDC Review/Evaluation of Applications	TBA
BOCC Approval	TBA

### 2) Each successful bidder shall provide Monroe County with a destination or a Turnkey Event. Definitions of these events are:

#### a) **Destination Events** (Advertising and PR Funding Only): (BOCC 2/16/05)

For the purposes of this solicitation, a destination event is developed and produced to entertain the public and which promotes tourism in the Florida Keys and Key West by drawing out-of-county tourists into the Keys.

Such an event may or may not receive national/or international media exposure, however, the professional agencies of the Tourist Development Council approve and support all TDC funding for the event to help ensure the success of said event based on the amount of allocated funds.

The event coordinator, for purposes of this RFB and any resulting contract, shall be the production agent or other person or organization primarily responsible for the production of the event, and the entity soliciting event funding under this process. Funds awarded for this event are utilized for hard media and public relations related expenditures through the TDC agencies of record to promote the event. County shall fund advertising and promotional activity at up to 10% in-county with balance out of county for Destination category only.

The TDC agencies of record and contacts are:

Mr. John Underwood  
Tinsley Advertising  
2660 Brickell Avenue  
Miami, Florida 33129  
(305-856-6060)

Mr. Andy Newman  
Stuart Newman Associates  
2140 South Dixie Highway, Suite 203  
Miami, Florida 33133  
(305-461-3300)

b) **Turn Key Events** - (national marketing exposure) (BOCC 2/16/05)

For purposes of this solicitation, a Turn Key event is designed and produced to entertain the public, and promotes tourism in the Florida Keys and Key West by drawing out-of-county tourists into the Keys. Said event would be produced or coordinated by an entity (soliciting event funding under this process) with national advertising or a history of national and/or international media exposure.

The event is an entire package which guarantees national television (to be aired within ninety (90) days from completion of event), radio and newspaper marketing with direction of said media to be reviewed and approved by the advertising agency of record. In addition such event shall be considered an all inclusive event where the promoter has financial responsibility for every facet of the management and production of said event. For purposes of this solicitation and all contracts awarded pursuant to same, the event coordinator shall be the production agent primarily responsible for the production of the event and is the entity with whom any contract shall be entered. Involvement by the Monroe County Tourist Development Council agencies of record would only be provided at the request of the Monroe County Tourist Development Council and/or the District Advisory Committee and not as a requirement by the event coordinator or any sponsor to ensure the success of said event.

Payment under a contract for a Turn Key Event will be made upon the completion of the event and upon the airing(s) of national and/or international television when said promotion has been brought forward within the application as a component of qualifying as a TurnKey Event and subsequently outlined within the scope of services within the contract with the BOCC. If an event is canceled for any reason, no payment shall be forthcoming.

3) The Monroe County Board of County Commissioners (BOCC) reserves the right to reject any and all bids, to waive irregularities and informalities in any or all bids, and to re-advertise for bids.

A grant award, if made, will be to the most responsive and most qualified bidder(s) which the BOCC, upon recommendation by the DAC and TDC, deems to be in the best interest of the County utilizing the Criteria for Evaluation. The successful bidder(s) shall enter into an Event Contract with the BOCC. The TDC and County reserve the right to negotiate the terms of any contract resulting from this RFB. (A sample of the contract(s) may be found on pages 23-34). The BOCC reserves the right to allocate funds to one or more, or none of the bidders.

4) Only complete sets of bid documents will be issued and shall be used in preparing bid packages. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets. Complete sets of Bid Documents may be obtained in the manner and at the location stated in the Notice of Calling for Bids.

5) The preparation cost of a bid response to this RFB is solely that of the bidder. Further, the BOCC will not assume any responsibility or liability for costs incurred by the selected bidder prior to the execution of the contract.

6) All information disclosed as part of the RFB process is considered part of the public domain by the laws of the State of Florida.

7) Any interpretation or correction of, or change to, the RFB shall be made in writing and issued by the TDC Administrative Office. Addenda shall be mailed or delivered to all who are known to have received this RFB.

Addenda will be issued no later than ten (10) calendar days prior to the submission date for bids, except in the case of an addendum postponing the submission date of the bids or withdrawing the RFB. It is the responsibility of the bidder to contact the Administrative Office of the TDC at telephone number shown on page 2 of the RFB prior to submitting a bid to ascertain whether or not any addenda have been issued and to ensure that all such addenda have been received.

Failure on the part of any bidder submitting a bid to receive any such addenda will not relieve such bidder from obligations under this RFB, any issued addenda, or the bid submitted by such bidder.

8) The Application form, pages 9 – 20 of this package and attachments required by page 21 shall be fully completed. All forms requiring signatures shall be executed. These documents shall comprise the bid. Do not include pages 1 through 8 in your submission. The bidder shall submit to the office stated in the Notice of Calling for Bids two (2) signed originals plus, for each separate District indicated, twelve (12) copies of the complete bid in a sealed envelope, marked clearly on the outside: "Sealed Bid for Destination/Turn Key Event Funding."

By signing of the Non-Collusion and Verification form, the bidder declares nothing of monetary value has been given, promised or implied to any county official, agent or employee as an inducement to promote or approve a contract resulting from this RFB.

The bidder further declares that no prohibited lobbying, solicitation or other act to influence the outcome of the competition, discussion or negotiations leading to the award of the contract.

The bid must be signed by the authorized officer of said proposing entity and be complete as outlined. Failure to sign said bid or submit the application as outlined constitute grounds for non-acceptance of the bid.

The bidder shall list all actual, proposed or potential conflicts of interest, financial or otherwise, direct or indirect, involving any client's interest which may conflict with the interests of the BOCC.

The successful bidder(s) shall not assign, transfer, convey, sublet or otherwise dispose of the contract or of any or all of its right, title or interest therein, without prior written consent of the BOCC.

Failure to affirm the above in the application will result in rejection.

9) The pro forma contract included in this RFB can be adapted to the requirements of a specific event. Final acceptance of the contract shall not occur until the BOCC and the event sponsor have signed the contract.



**Monroe County Tourist Development Council**  
**Application of Destination/Turnkey Event Funding**  
**January 1, 20\_\_ through December 31, 20\_\_**

**Please submit two (2) originals and, for each separate District indicated (see below), submit twelve (12) copies of the completed application form (pages 9- 20) as per the instructions found on pages 4 – 8.**

TITLE OF EVENT: \_\_\_\_\_

VENUE: (location/City): \_\_\_\_\_

DATE(S) OF EVENT: \_\_\_\_\_

Category of Event (check one)

**DESTINATION EVENT**

☐

**TURN KEY EVENT**

☐

**INDICATE THE DISTRICT(S) YOU ARE REQUESTING FUNDS FROM:**

☐

District I (encompasses the city limits of Key West)

☐

District II (from city limits of Key West to the west end of the Seven Mile Bridge)

☐

District III (from the west end of the Seven Mile Bridge to the Long Key Bridge)

☐

District IV (between the Long Key Bridge and Mile marker 90.7)

☐

District V (from Mile marker 90.7 to the Dade/Monroe County line and any mainland portions of Monroe County)

AMOUNT REQUESTED: \_\_\_\_\_

**I. APPLICANT ORGANIZATION:**

A. NAME OF CONTRACTING ORGANIZATION: \_\_\_\_\_  
(Registered Business name)

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: (Daytime) (\_\_\_\_) \_\_\_\_\_

FAX NUMBER: (\_\_\_\_) \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

YEAR LEGALLY ESTABLISHED \_\_\_\_\_

FEDERAL I.D. #/S.I.N. #: \_\_\_\_\_

SUMMARIZE ORGANIZATION HISTORY

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B. CONTACT PERSON:

ADDRESS:

TELEPHONE NUMBER: (Daytime)

( )

FAX NUMBER:

( )

E-MAIL ADDRESS:

C. List name of President and other individuals authorized to execute contracts and otherwise act on behalf of Applicant:

Name

Title

D. List staff members including volunteers responsible for administering and organizing this event with evidence of their qualifications and capabilities to accommodate the demands of the event.

Name

Qualifications

Capabilities

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E. List previous funding from the Monroe County Tourist Development Council, and by any other State or Federal agencies, if any including applications that have not been funded:

Source of funding

Amount Requested

Amount Received

Year

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**II. CRITERIA FOR EVALUATION** (applications not scoring 36 points and above will not be considered for funding). Points are listed at each segment for ease of scoring by reviewers. Scoring will be as follows:

**1** - unacceptable **2** - below average **3** - average **4** - above average **5** - excellent

**A. TIMING OF EVENT:** (please circle the appropriate month for the District you are seeking funding from)

Time of year of event (shoulder and off season events to receive higher scoring). (BOCC 4/20/05)

**DISTRICT I (encompasses the city limits of Key West)**

January	3	July	3
February	1	August	5
March	1	September	5
April	1	October	5
May	3	November	4
June	4	December	4

**1 2 3 4 5**

**DISTRICT II (from the city limits of Key West to the west end of the Seven Mile Bridge)**

January	2	July	3
February	1	August	5
March	1	September	5
April	1	October	5
May	3	November	4
June	3	December	3

**1 2 3 4 5**

**DISTRICT III (from the west end of the Seven Mile Bridge to the Long Key Bridge)**

January	3	July	3
February	1	August	5
March	1	September	5
April	1	October	5
May	3	November	4
June	3	December	3

**1 2 3 4 5**

**DISTRICT IV (between the Long Key Bridge and Mile market 90.7)**

January	3	July	3
February	1	August	5
March	1	September	5
April	1	October	5
May	3	November	4
June	3	December	4

**1 2 3 4 5**

**DISTRICT V (from Mile marker 90.7 to the Dade/Monroe County line and any mainland portions of Monroe County)**

January	2	July	3
February	1	August	5
March	1	September	5
April	1	October	5
May	3	November	4
June	3	December	3

**1 2 3 4 5**

## EXHIBIT A

**B. COMMITMENT TO THE EXPANSION OF OFF SEASON TOURISM IN MONROE COUNTY:** (outline goals and objectives and describe in detail the proposed event)

[illegible]

## EXHIBIT B

**C. SOUNDNESS OF PROPOSED PROJECT:**

- a. Submit detailed marketing plan to include all aspects of the proposed event with estimated number to be reached through electronic media (e.g. broadcast of event over radio or television including source of information. - TDC funding may only be utilized as follows: Destination events may utilize up to 10% of their approved budget for in-county hard media (to include production of brochures/flyers and associated costs) and public relations. Out-of-county advertising and public relations is to be established through the agencies of record so noted on page 5. No other items will be allowable.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

## EXHIBIT C

### III. FINANCIAL INFORMATION:

#### A. REVENUE BUDGET

- 1) List cash income specifically associated with your program, project or event and also attach your organization/s total annual budget to **EXHIBIT C.**

	CASH REVENUE
Admissions (if applicable)	\$ _____
Contracted Services Revenue	\$ _____
Corporate Contributions	\$ _____
Foundation Grants	\$ _____
Private/Individual Contributions	\$ _____
Other Private Support	\$ _____
_____	\$ _____
_____	\$ _____
Government Support:	
Federal _____	\$ _____
State _____	\$ _____
Local _____	\$ _____
other than this request	
Other Revenue (Itemize):	
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Applicant cash on hand	\$ _____

TOTAL APPLICANT CASH REVENUE ..... \$ \_\_\_\_\_

GRANT AMOUNT REQUESTED ..... \$ \_\_\_\_\_

TOTAL CASH REVENUES ..... \$ \_\_\_\_\_

#### **PLEASE NOTE:**

1. Attach financial statement, compilation, review or audit of organization's total budget and financial statement for the last fiscal year to this exhibit. **Organization assures that the information contained in such documents are stated factually and accurately to the best of their knowledge.**
2. Attach organization's budget and income/expense report for the last event (if applicable)

**1 2 3 4 5**

## EXHIBIT D

### 2) COMMITMENTS FOR CONTRIBUTION:

List all contributors (HARD DOLLARS) supporting the proposed event and the amounts committed by those contributions.

<u>Contributor</u>	<u>Amount</u>

SUB-TOTAL VALUE OF CONTRIBUTORS \$ \_\_\_\_\_

1 2 3 4 5

### 3) List all in-kind contributions: (including complimentary rooms, functions, services)

<u>Contributor</u>	<u>Type</u>	<u>Value</u>

SUB-TOTAL VALUE OF IN-KIND SERVICES \$ \_\_\_\_\_

TOTAL VALUE OF CONTRIBUTION \$ \_\_\_\_\_

1 2 3 4 5

**INCLUDE LETTERS OF COMMITMENT FROM CONTRIBUTORS AND SPONSORS FOR BOTH HARD DOLLAR AND IN KIND SERVICES.**

## EXHIBIT E

### IV. EXPENDITURE BUDGET:

1) List cash expenses specifically associated with your program, project or event. Asterisk (\*) those line items for which Tourist Tax dollars would be utilized and break out to the side, in the column indicated, the portion of Tourist Tax monies intended to be earmarked for particular expenditures. **NOTE: Remember to attach your organization's total annual budget:**

	Cash Expenses	Portion of Tourist Tax Funds request intended to be allocated
Administrative Expenses		
Personnel - in house	\$ _____	\$ <u>non permissible expenditure</u>
Personnel - contracted	\$ _____	\$ <u>non permissible expenditure</u>
_____	\$ _____	\$ <u>non permissible expenditure</u>
_____	\$ _____	\$ <u>non permissible expenditure</u>
Technical/Production Expenses		
Personnel - in house	\$ _____	\$ _____
Personnel - contracted	\$ _____	\$ _____
Space Rental		
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
Travel		
_____	\$ _____	\$ _____
Marketing & Promotion		
Advertising	\$ _____	\$ _____
Design & Printing	\$ _____	\$ _____
Postage & Mailing	\$ _____	\$ _____
Other (specify)		
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
Remaining Project Expenses (Itemize)		
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
TOTAL TOURIST TAX FUNDS REQUESTED .....		\$ _____
TOTAL CASH EXPENSES.....		\$ _____



- 2) Specifically state how you plan to spend the tourist funds requested as listed in expenditure budget, column 2, listing names and quantity (e.g. advertising space in local or national newspapers, magazines, brochures, etc.). Destination Events: Remember do not deviate 10% from this budget.

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1 2 3 4 5

**V. QUALITY AND UNIQUENESS OF PROPOSED EVENT:**

- a. Extent to which the activity is unique to Monroe County and/or District and provides tourist appeal and promotes and showcase the destination.

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1 2 3 4 5

- b. Number of tourists anticipated to attend the event:

	<u>Participants</u>	<u>Spectators</u>	
Monroe County Residents	_____	_____	
Out of County, Florida	_____	_____	
Out of State	_____	_____	
Foreign	_____	_____	
TOTAL	_____	_____	<b>1 2 3 4 5</b>

- c. How was the anticipated number of persons attending determined?

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**1 2 3 4 5**

## VI. VALUE OF NATIONAL MEDIA EXPOSURE OR NEW EVENT:

- a. Submit a **detailed** history of national and/or international media exposure of last event, and as a part of its entire package bringing guaranteed television, radio and newspaper advertising including estimated reach and source of information. **(LABEL AS EXHIBIT "F") DO NOT INCLUDE PAID ADVERTISING.**

**1 2 3 4 5**

**OR**

- b. In lieu of evidence of past promotional exposure, the anticipated value of the new event to tourism shall be considered included estimated number of be reached and source of information. **(LABEL AS ATTACHMENT "F")**

**1 2 3 4 5**

### Criteria for Evaluation:

Scoring will be considered under the following criteria:

**1** - unacceptable   **2** - below average   **3** - average   **4** - above average   **5** - excellent

**Upon evaluation of events, the total scores will be tabulated and applications not scoring 36 points and above will not be considered for funding. Those events that meet the minimum scoring requirements as noted above, will be ranked starting with the highest score. In the case of a tie, the highest score in the Commitment to the Off Season will be the determining factor.**

**VII. ACTION PLAN: PARKING/ROAD CLOSURES/SECURITY/TRASH:**

a. Submit a detailed action plan including appropriate permit(s) if applicable as to how parking/security/road closures and trash will be handled during your event. The plan should include: if your event will require road closures, enclose a copy of the approval by the appropriate county/municipal entity. How your marketing plan will accommodate parking and transportation as it relates to your event; How your event will handle security and trash removal.

**VIII.**

**NON-COLLUSION AFFIDAVIT**

**and**  
**VERIFICATION**

I, \_\_\_\_\_, of the city of \_\_\_\_\_  
according to law on my oath, and under penalty of perjury, depose and say that:

1) I am \_\_\_\_\_, the bidder making the bid for the project described as follows:

2) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor:

3) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and

4) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;

5) The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

**VERIFICATION**

I HEREBY CERTIFY that I have read the forgoing application and that the facts stated herein are true and correct to the best of my knowledge and belief.

\_\_\_\_\_  
President's Name Typed

\_\_\_\_\_  
President's Signature

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

personally appeared \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_

\_\_\_\_\_ known to be the persons named in and who executed the foregoing document.

My commission expires:

\_\_\_\_\_  
Notary Public

State of \_\_\_\_\_

### **DRUG FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

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(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

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Bidder's Signature

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Date

**IX. ATTACHMENTS:**

- 1) Organization's total budget and financial statement, compilation, review or audit for the last completed fiscal year. (Section III Exhibit C).**
- 2) Organization's budget and income/expense report for the last event. (Section IV Exhibit E).**

## CRITERIA FOR EVALUATION SUMMARY SHEET

(applications not scoring 36 points and above will not be considered for funding)

**SCORE**

<b>I.</b>	<b>A.</b>	<b>TIME OF EVENT</b> (PAGE __)	_____
	<b>B.</b>	<b>COMMITMENT TO THE EXPANSION OF OFF SEASON TOURISM IN MONROE COUNTY</b> (EXHIBIT A - PAGE __)	_____
	<b>C.</b>	<b>SOUNDNESS OF PROPOSED PROJECT</b>	
	a.	Detailed marketing Plan (EXHIBIT B - PAGE __)	_____
<b>II.</b>		<b>FINANCIAL INFORMATION</b>	
	<b>A.</b>	<b>REVENUE BUDGET</b>	
		1) (EXHIBIT C - PAGE __)	_____
		2) List of contributors (EXHIBIT D - PAGE __)	_____
		3) List of in-kind contributors ( EXHIBIT D - PAGE __)	_____
<b>III.</b>		<b>EXPENDITURE BUDGET</b>	
		1) List cash expense (EXHIBIT E - PAGE __)	_____
		2) State how you plan to spend tourist funds as outlined in column 2 of (EXHIBIT E - PAGE __)	_____
<b>IV.</b>		<b>QUALITY AND UNIQUENESS OF PROPOSED EVENT:</b>	
	a)	Extent to which the activity is unique to Monroe County/or District (PAGE __)	_____
	b)	Number of tourists anticipated to attend event. (PAGE __)	_____
	c)	How the anticipated number of persons was determined. (PAGE __)	_____
<b>V.</b>		<b>VALUE OF NATIONAL MEDIA EXPOSURE OR NEW EVENT</b>	
	a)	detailed history of media exposure for last event (PAGE __)	_____
<b>OR</b>	b)	Anticipate value of new event to tourism & source of information (PAGE __)	_____
			_____
		<b>TOTAL SCORE</b>	_____

**(SAMPLE)**

**Destination Events Agreement**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between BOARD OF COUNTY COMMISSIONERS, MONROE COUNTY, FLORIDA, (BOCC) and the **(insert name of event sponsor)**.

NOW, THEREFORE, and in consideration of the mutual covenants, contained herein the parties agree as follows:

1. The BOCC agrees to pay up to \$\_\_\_\_\_ (\_\_\_\_\_ Dollars) for **(Name and date of event)** from tourist development tax funds (See Exhibit A). No more than 10% of the total advertising and promotional costs paid under this agreement shall be attributable to in-county activity.

2. Scope of Services: The **(insert name of event sponsor)** agrees to provide the County with an event as specified below:

3. All advertising and public relations services or supervision of advertising and public relations will be provided through the contracted agencies of the Tourist Development Council (TDC) and BOCC. The agencies of record shall receive payment of work in progress upon submission of documented invoices associated with said event.

4. Payment: Any payments directly to the **(insert name of event sponsor)** or vendors associated with said event shall be as follows:

Payment upon presentation of an invoice shall indicate the task completed for which payment is sought, with proper documentation attached.

Upon completion of said event, a financial statement detailing all revenue and expenses utilizing generally accepted accounting principals shall be prepared, notarized and submitted by Event Sponsor. The BOCC's contracted public relations firm shall confirm compliance with the Scope of Services.

Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the BOCC. Only acceptable expenses listed in the Monroe County Tourist Development Council Operations Manual shall be paid.

5. Accounting: Financial records of the **(insert name of event sponsor)** pertaining to this project shall be kept on generally recognized accounting principles and shall be available to the BOCC or to an authorized representative for audit.

6. Modification: Line item changes to the advertising and promotion budget may be made up to but not exceeding 10% of the larger line item amount without requiring BOCC approval of the particular change.

7. Breach and Penalties: The parties agree to full performance of the covenants contained in this agreement, and the BOCC reserves the right at its discretion, provided such breach is material, to terminate this agreement for any misfeasance, malfeasance, or nonperformance of the agreement terms or negligent performance of the agreement terms by the **(insert name of event sponsor)**.

8. Termination: This Agreement will be terminated on September 30, 20\_\_\_. **All invoices must be submitted prior to \_\_\_\_\_, 20\_\_.**

9. Non Occurrence of Event: If the event does not take place for any reason under control of Event Sponsor except for those reasons in paragraph 19, then Event Sponsor agrees to refund to the BOCC any amounts already paid to them under this agreement, and relieve the BOCC from any further payments.

The **(insert name of event sponsor)** shall give written notice to the Monroe County Tourist Development Council if it is found necessary to cancel an event. The notice shall contain the following specifics: 1) reason for cancellation, 2) documentation of the reason for cancellation and 3) person authorized to cancel including title and stated affiliation.

10. Indemnification and Hold Harmless: The **(insert name of event sponsor)** covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of the services provided, event sponsored, or other activities and funding associated with this agreement, except those losses or damages caused by BOCC or its agents.

11. Insurance Requirements: **(insert name of event sponsor)** as a pre-requisite of the Special Event governed by this agreement, shall obtain, at its own expense, insurance as specified in this section.

**(insert name of event sponsor)** will not be permitted to commence work associated with the Event (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the county as specified below. **(insert name of event sponsor)** shall maintain the required insurance throughout the entire duration of the Special Event and any extensions specified in any attached schedules. Failure to comply with this provision may result in the immediate suspension of the Event until the required insurance has been reinstated or replaced. **(insert name of event sponsor)** shall provide, to the County, as satisfactory evidence of the required insurance, either:



- \* Original certificate of Insurance
- or
- \* Certified copy of the actual insurance policy

A certified copy of any or all insurance policies required by this contract shall be filed with the Clerk of the BOCC prior to the Event.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

Acceptance and/or approval of **(insert name of event sponsor)** 's insurance shall not be construed as relieving **(insert name of event sponsor)** from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies.

Any deviations from these General Insurance Requirements must be requested in writing on the County form titled "Request for Waiver of Insurance Requirements" and must be approved by Monroe County Risk Management.

**(insert name of event sponsor)** shall furnish the County with a certificate evidencing the insurance required by this paragraph not later than twenty (20) days prior to the event.

Prior to commencement of work governed by this contract, **(insert name of event sponsor)**

shall obtain General Liability Insurance. Coverage shall be maintained through out the life of the contract and include, as a minimum:

- \* Premises Operations
- \* Products and Completed Operations
- \* Blanket contractual Liability
- \* Personal Injury Liability
- \* Expanded Definition of Property Damage

The minimum limits acceptable shall be:

- \* \$1,000,000.00 combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

- \* \$500,000.00 per person
- \* \$1,000,000.00 per Occurrence
- \* \$100,000.00 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend

for a minimum of twelve (12) months following the acceptance of work by the County. Recognizing that the work governed by this contract involves the sales and/or distribution of alcoholic beverages, the Contractor's General Liability Insurance policy shall include Liquor Liability with limits equal to those of the basic coverage.

A separate Liquor Liability policy is acceptable if the coverage is not more restrictive than the contractor's General Liability policy.

12. Permits: The **(insert name of event sponsor)** will secure all required permits, licenses including but not limited to occupational licenses.

13. Taxes: The BOCC and TDC are exempt from Federal Excise and State of Florida Sales Tax.

14. Finance Charges: The BOCC and TDC will not be responsible for any finance charges.

15. Relation of BOCC/TDC: It is the intent of the parties hereto that the **(insert name of event sponsor)** shall be legally considered as an independent Event Sponsor and that neither it nor its employees shall, under any circumstances, be considered servants or agents of the BOCC and TDC and the BOCC and TDC shall at no time be legally responsible for any negligence on the part of said Event Sponsor, its employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

16. Disclosure: The **(insert name of event sponsor)** shall be required to list any or all potential conflicts or interest, as defined by Florida Statute 112 and Monroe County Code. The **(insert name of event sponsor)** shall disclose to the BOCC and TDC all actual or proposed conflicts of interest, financial or otherwise, direct or indirect, involving any client's interest which may conflict with the interest of the BOCC and TDC.

17. Assignment: The **(insert name of event sponsor)** shall not assign, transfer, convey, sublet or otherwise dispose of this agreement, or of any or all of its right, title or interest therein, or his or its power to execute such agreement to any person, company or corporation without prior consent of the BOCC.

18. Compliance with laws - Nondiscrimination: The **(insert name of event sponsor)**, shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, age, or national origin in the performance of work under this Agreement. This Agreement shall be subject to all federal, state, and local laws and ordinances.

19. Force Majeure: The **(insert name of event sponsor)** shall not be liable for delay in performance or failure to perform in whole or in part, the services due to the occurrence of any contingency beyond its control or the control of any of its subcontractors or suppliers, including labor dispute, strike, labor shortage, war or act of war whether an actual declaration thereof if made or not, insurrection, sabotage, riot or civil commotion, act of public

enemy, epidemic, quarantine restriction, accident, fire, explosion, storm, flood, drought or other act of God, act of any governmental authority, jurisdictional action, or insufficient supply of fuel, electricity, or materials or supplies, or technical failure where the **(insert name of event sponsor)** has exercised reasonable care in the prevention thereof, and any such delay or failure shall not constitute a breach of the Agreement. Upon demand of TDC or BOCC, the **(insert name of event sponsor)** must furnish evidence of the causes of such delay or failure. BOCC shall not pay for any services or activities, promotional or otherwise, connected with an event produced after the date(s) described in paragraph 1 and Scope of Services.

20. Governing Law/Venue: This Agreement shall be governed and construed by and in accordance with the laws of the State of Florida and the County of Monroe and Federal law. Venue for any dispute concerning this Agreement shall be in Monroe County.

21. Security Protection: The **(insert name of event sponsor)** agrees to provide adequate security for the event. No TDC funds will be used for this purpose.

22. Ownership: All advertising and promotion work performed under the agreement and paid for by the BOCC and TDC shall be the property of the BOCC and TDC, for whatever use and/or disposition the BOCC and TDC may deem appropriate.

23. Media rights: The TDC shall have the right to broadcast, rebroadcast, use, reproduce or transmit for any purpose whatsoever, radio, television, pictures, sound, film and tape motion pictures and still photographs paid by the BOCC and TDC under this agreement.

24. Logo: All promotional literature and display advertising with the exception of generic advertising must display the “**Florida Keys & Key West, Monroe County Tourist Development Council Come As You Are**” logo/trade mark (as per enclosed). This logo/trade mark was adopted by the TDC and County in November 2000. No re-imbursement will be provided to those entities utilizing the old logo/trade mark “Florida & Key West Come as you are”.

25. Severability: If any provision of this Agreement shall be held by a Court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall not be affected thereby; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

26. Authority: Each of the signatories for the sponsor below certifies and warrants that:

a) The sponsor's name in the agreement is the full name as designated in its corporate charter, and b) they are empowered to act and agreement for the sponsors and c) this agreement has been approved by the sponsor's Board of Directors.

27. Ethics Clause: The **(insert name of event sponsor)** warrants that it has not employed, retained or other wise had act on its behalf, any former County office or employee in violation of Section 2 or Ordinance No. 10-1990 or any County officer or employee in

violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the County may, at its discretion terminate this agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee.

28. Public Entity Crimes: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for period of 36 months from the date of being placed on the convicted vendor list."

29. Entire Agreement: The parties agree that the Agreement above constitutes the entire agreement between the BOCC and **(insert name of event sponsor)**.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

(SEAL)

Attest:

\_\_\_\_\_

**(insert name of event sponsor)**

By \_\_\_\_\_

(SEAL)

Attest: DANNY L. KOLHAGE, Clerk

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By \_\_\_\_\_  
Deputy Clerk

By \_\_\_\_\_  
Mayor/Chairman

## EXHIBIT "A"

Collateral

Promotion

Out-of-County Advertising

Nat'l Radio/TV Media Production

**TOTAL**

---

**\$**

(SAMPLE)

### Turn Key Events Agreement

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between BOARD OF COUNTY COMMISSIONERS, MONROE COUNTY, FLORIDA, (BOCC) and **(insert name of event sponsor)**

NOW, THEREFORE, and in consideration of the mutual covenants, contained herein the parties agree as follows:

1. The BOCC agrees to pay \$\_\_\_\_\_ (\_\_\_\_\_ Dollars) for: **(Name and date of event)** from tourist development tax funds provided Event sponsor meets all of its obligations under this agreement.

2. Scope of Services: The **(insert name of event sponsor)** agrees to provide the County with an event as specified in the Scope of Services below:

---

3. Payment: Upon receipt from Event Sponsor of documentation, reviewed and verified by the Tourist Development Council (TDC) Administrative Office, proving that event has been produced and promoted through marketing literature, advertising program/publication ads, television coverage (to be aired within ninety (90) days from completion of event), publicity and on-site advertising, and that the required insurance was obtained no less than twenty days prior to the event, BOCC shall pay \$\_\_\_\_\_

Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the BOCC.

4. Accounting: Financial records of **(insert name of event sponsor)** pertaining to this project shall be kept on generally recognized accounting principles and shall be available to the BOCC or to an authorized representative for audit. Records shall be retained a minimum of three years after contract has been performed.

5. Modification: Any changes to this contract may be made only by written mutual agreement, recommended by the TDC and approved by the BOCC.

6. Termination: This Agreement will be terminated on \_\_\_\_\_, 20\_\_\_\_. **All invoices must be submitted prior to \_\_\_\_\_, 20\_\_\_\_.**

7. Non Occurrence of Event: The **(insert name of event sponsor)** shall give written notice to the Monroe County Tourist Development Council if it is found necessary to cancel an event. The notice shall contain the following specifics: 1) reason for cancellation, 2) documentation of the reason for cancellation and 3) person authorized to cancel including title and stated affiliation.

8. Indemnification and Hold Harmless: **(insert name of event sponsor)** agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including

property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of the event sponsored by **(insert name of event sponsor)**

9. Insurance Requirements: **(insert name of event sponsor)**, as a pre-requisite of the Special Event governed by this agreement, shall obtain, at its own expense, insurance as specified in this section:

**(insert name of event sponsor)** will not be permitted to commence work associated with the Event (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the County as specified below. **(insert name of event sponsor)** shall maintain the required insurance through out the entire duration of the Special Event and any extensions specified in any attached schedules. Failure to comply with this provision shall release County of any obligation to compensate event sponsor. Further, any material misstatement in the application for insurance coverage shall release County from it's obligations to pay under this agreement. **(insert name of event sponsor)** shall provide, to the County, as satisfactory evidence of the required insurance, including the insurance policy application and either:

- \* Original Certificate of Insurance
- or
- \* Certified copy of the actual insurance policy

**An original certificate or a certified copy of any or all insurance policies required by this contract shall be filed with the Clerk of the BOCC prior to the Event. The insurance policy must state that the Monroe County BOCC is the certificate holder and additional Insured. Insurance should be mailed to:**

**Monroe County Board of County Commissioners  
C/O Risk Management  
1100 Simonton Street  
Room 2-213  
Key West, FL 33040**

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

Acceptance and/or approval of **(insert name of event sponsor)** insurance shall not be construed as relieving **(insert name of event sponsor)** from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies.

Any deviations from these General Insurance Requirements must be requested in writing on the County form titled "Request for Waiver of Insurance Requirements" and must be approved by Monroe County Risk Management.

**(insert name of event sponsor)** shall furnish the County with a certificate evidencing the insurance required by this paragraph not later than twenty (20) days prior to the event.

Prior to commencement of work governed by this contract, **(insert name of event sponsor)** shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- \* Premises Operations
- \* Products and Completed Operations
- \* Blanket contractual Liability
- \* Personal Injury Liability
- \* Expanded Definition of Property Damage

The minimum limits acceptable shall be:

- \* \$1,000,000.00 combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

- \* \$500,000.00 per Person
- \* \$1,000,000.00 per Occurrence
- \* \$100,000.00 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

Recognizing that the work governed by this contract involves the sales and/or distribution of alcoholic beverages, the Contractor's General Liability Insurance policy shall include Liquor Liability with limits equal to those of the basic coverage.

A separate Liquor Liability policy is acceptable if the coverage is not more restrictive than the contractor's General Liability policy.

10. Permits: The **(insert name of event sponsor)** will secure all required permits, licenses including but not limited to occupational licenses.

11. Laws and Regulations: Any and all services, materials and equipment shall comply fully with all Local, State and Federal laws and regulations, and **(insert name of event sponsor)** agrees that the venue for any dispute concerning this agreement shall be in Monroe County, Florida.

12. Taxes: The BOCC and TDC are exempt from Federal Excise and State of Florida Sales Tax.



13. Finance Charges: The BOCC and TDC will not be responsible for any finance charges.

14. Relation of BOCC/TDC: It is the intent of the parties hereto that the **(insert name of event sponsor)** shall be legally considered as an independent contractor and that neither it nor its employees shall, under any circumstances, be considered servants or agents of the BOCC and TDC, and the BOCC and TDC shall at no time be legally responsible for any negligence on the part of said Event Sponsor, its employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

15. Disclosure: The **(insert name of event sponsor)** shall be required to list any or all potential conflicts of interest, as defined by Florida Statute 112 and Monroe County Code. The **(insert name of event sponsor)** shall disclose to the BOCC and TDC all actual or proposed conflicts of interest, financial or otherwise, direct or indirect, involving any client's interest which may conflict with the interest of the BOCC and TDC.

16. Assignment: The **(insert name of event sponsor)** shall not assign, transfer, convey, sublet or otherwise dispose of this agreement, or of any or all of its right, title or interest therein, or his or its power to execute such agreement to any person, company or corporation without prior consent of the TDC and BOCC.

17. Compliance with laws - Nondiscrimination: The **(insert name of event sponsor)**, shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, age, or national origin in the performance of work under this Agreement. This Agreement shall be subject to all federal, state, and local laws and ordinances.

18. Security Protection: The **(insert name of event sponsor)** agrees to provide adequate security for the event.

19. Ethics Clause: The **(insert name of event sponsor)** warrants that it has not employed, retained or other wise had act on its behalf, any former County office or employee in violation of Section 2 or Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the County may, at its discretion terminate this agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee.

20. Media rights: The TDC shall have the right to broadcast, rebroadcast, use, reproduce or transmit for any purpose whatsoever, radio, television, pictures, sound, film and tape motion pictures and still photographs paid by the BOCC and TDC under this agreement.

21. Logo: All promotional literature and display advertising with the exception of generic advertising must display the **"Florida Keys & Key West, Monroe County Tourist**

**Development Council Come As You Are**” logo/trade mark (as per enclosed). This logo/trade mark was adopted by the TDC and County in November 2000. No re-imbursement will be provided to those entities utilizing the old logo/trade mark “Florida & Key West Come as you are”.

22. Severability: If any provision of this Agreement shall be held by a Court of competent jurisdiction to be invalid or unenforceable, all remaining provisions shall not be affected thereby; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

23. Authority: Each of the signatories for the sponsor below certifies and warrants that:

a) The sponsor's name in the agreement is the full name as designated in its corporate charter, and b) they are empowered to act and execute agreement for the sponsors and c) this agreement has been approved by the sponsor's Board of Directors.

24. Public Entity Crimes: “A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list”.

25. Entire Agreement: The parties agree that the Agreement above constitutes the entire agreement between the BOCC and **(insert name of event sponsor)**

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

(SEAL)

Attest:

**(insert name of event sponsor)**

(SEAL

Attest: DANNY L. KOLHAGE, Clerk

By \_\_\_\_\_ (President)

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By \_\_\_\_\_  
Deputy Clerk

By \_\_\_\_\_  
Mayor/Chairman

**FLORIDA KEYS FISHING TOURNAMENTS, INC.  
REQUEST FOR PROPOSALS - TOURNAMENT FUNDING  
INSTRUCTIONS FOR PROPOSAL PREPARATION AND SUBMISSION:**

Please submit an ORIGINAL form (pages 42-54) and 6 copies (7 total copies) of the completed application form no later than 4:00 p.m. local time the 1st Monday of April each year to:

Florida Keys Fishing Tournaments, Inc.  
Attention: Christina Weinhofer  
29975 US 1, MM 30 Gulf  
Big Pine Key, FL 33043

Proposals received after the stated time and date shall be disqualified as late proposals. Telegraphic proposals shall not be considered. Any questions may be addressed to:

Florida Keys Fishing Tournaments, Inc.  
Attention: Christina Weinhofer  
P.O. Box 420358  
Summerland Key, FL 33042  
Phone: (305) 872-2233

The Tournament Director shall be responsible for securing the proper permits, licenses and necessary police and emergency service staff at their own cost as it relates to this application.

The Monroe County Tourist Development Council (TDC) encourages applicants to seek long term financial support from public and private sources other than the Tourist Development Bed Tax.

It is the responsibility of the Tournament Director to keep apprised of all Monroe County Tourist Development Council's policies and procedures pertaining to event funding.

The payment by Monroe County of a promotional package is not intended to be an underwriting of an entire event, and prospective grantees must establish sufficient financial capabilities to carry out all aspects of the event in addition to such promotional activities as are funded under this application.

A Tournament may only receive funding from one category source within the TDC event funding procedures.

The Monroe County Board of County Commissioners (BOCC) reserves the right to reject any and all proposals. An award, if made, will be to the most responsive and most qualified proposer(s) and the BOCC, upon recommendation by the Florida Keys Fishing Tournaments, Inc. (FKFT) and the Monroe County Tourist Development Council (TDC), deems to be in the best interest of the TDC/County utilizing the Criteria for Evaluation (pages 39-40). The successful bidder(s) shall enter into a Funding agreement with the BOCC. The TDC and County reserve the right to negotiate the terms of any agreement resulting from this Request for Proposal (RFP). A sample of the Funding agreement may be found on Attachment J, page 56-59, or by contacting the Administrative Office of the TDC.

1201 White St., Suite 102  
Key West, Fl. 33040-3328  
Phone: (305) 296-1552  
Fax: (305) 296-0788

The BOCC reserves the right to allocate funds to one or more, or none of the proposers, subject to the conditions that award(s) shall be made only to the most responsive and most qualified proposer(s).

The Funding agreement and its provisions can be adapted to the requirements of a specific fishing tournament. Final acceptance of the Funding agreement shall not occur until the BOCC and the sponsor have signed the Funding agreement.

#### INDEMNIFICATION AND HOLD HARMLESS:

Affiliate Fishing Tournament covenants and agrees to indemnify and hold harmless Monroe County Board of County Commission from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of the services provided, event sponsored, or other activities and funding associated with this agreement.

The advertising and promotion budget for County funding may be altered as to the individual line items, or components, within 10% of the amount stated for that item or component, without increasing the total dollar amount. NO OTHER LINE ITEM AMENDMENTS ARE ACCEPTABLE.

#### TIME FRAME:

The time frame covered by this request for proposal is for events from October 1st through September 30th 20\_\_\_. (Contact Florida Keys Fishing Tournament Inc., Section IV, page 35 for specific information).

**ALL ADVERTISING, PROMOTION AND PUBLIC RELATIONS MUST BE SUPERVISED OR PLACED THROUGH THE AGENCIES OF RECORD, WHICH ARE AS FOLLOWS:**

Advertising: John Underwood  
Tinsley Advertising  
2660 Brickell Ave.  
Miami, FL. 33129  
Phone: (800) 273-1242  
Fax: (305) 856-9236

Public Relations: Andy Newman  
Stuart Newman Associates  
2140 South Dixie Highway, Suite 203  
Miami, FL. 33133  
Phone: (305) 461-3300  
Fax: (305) 461-3311

Stuart Newman Associates (public relations) and Tinsley Advertising (advertising) are the TDC's agencies of record. You must include a letter from the agency of record indicating their permission for an event coordinator to utilize another outside vendor. This letter is required as backup to be included with your request for payment or reimbursement of services outside the agencies of record.

**PROCUREMENT SCHEDULE:** (Contact Florida Keys's Fishing Tournament Inc., Section IV, page 35 for specific information).

Issue RFP (date to be determined)

Proposal Submission Deadline (date to be determined)

FKFT Review/Evaluation of  
Proposals (date to be determined)

TDC Review (date to be determined)

Upon receipt of application, Florida Keys Fishing Tournaments, Inc., recommendation committee will notify tournament organizers of hearing date. Personal appearance is required and tournament organizers will be notified as to the disposition of any allocation within ten (10) working days of the hearing date.

## **APPLICATION PROCESS:**

- I. Applicants must complete the following to the best of their ability:
  - a. Notice of Intent to Affiliate - Attachment A.
  - b. Affiliate Questionnaire - Attachment B.
  - c. Tournament History Questionnaire - Attachment C.
  - d. Budget Breakdown – Attachment D
  - e. Tournament Schedule of Events – Attachment E.
  - f. Tournament Director Report – Attachment F-G.
  - g. No-Resale Agreement – page 51.
  - h. Statement of Income and Expenses signed by Treasurer and notarized (first time applicants must submit a detailed budget projection) Attachment H
  - i. Tournament Rule Requirements – page 54.
  - j. Copy of Insurance – Attachment I – (12/11/96)
  - k. Action Plan for Parking/Road Closures/Security/Trash – page 50.
- II. As part of the application package, a summary of past year's tournament including the following: marked as Attachment F & G.
  - a. Printed advertising, if available
  - b. Media Coverage
  - c. Photos, etc.,

## **AGREEMENT TO FOLLOW PRINCIPLES:**

- A. Applicants must agree to follow the principles of the Florida Keys Fishing Tournaments, Inc., as they relate to tournament operation under the following guidelines:

\*It is the intent of Florida Keys Fishing Tournaments, Inc. to obtain National Sponsors to assist the operational funding of member tournaments. It is, therefore, a requirement of member tournaments to act in a judicious manner avoiding any and all conflicts of interest with sponsor products or services.

\*Member tournaments, will be required to make available space for sponsors banners, product displays, etc., at tournament events, and display the Monroe County Tourist Development Council, and Florida Keys Fishing Tournaments, Inc. logos on the front page of any poster, flyer, or brochure. Member tournaments must incorporate the general principles of the I.G.F.A. rules in their tournament rules, and no member tournament may be strictly a "kill" tournament, conservation and release must constitute a significant element of the format.

\* All member tournaments must be open to the public at large.

\* All member tournaments must file required government returns.

B. Member tournaments must agree to resolve any local/national sponsor conflicts within one year.

### **CRITERIA FOR EVALUATION:**

#### **PROPOSED EXPERIMENTAL APPROPRIATION FORMULATION**

Evaluation of Proposals: Proposer selection will be based on a formulation based on the following criteria: (Attachment C)

YEAR 1: As appropriated. (Maximum cannot exceed \$5,000).

YEAR 2: 30% of total entry fees collected in previous year  
X number of fishing days.

YEAR 3: 25% of total entry fees collected in previous year  
X number of fishing days.

YEAR 4: 20% of total entry fees collected in previous year  
X number of fishing days X % of OUT OF COUNTY ANGLERS.

YEAR 5: 15% of total entry fees collected in previous year  
X number of fishing days X % of OUT OF COUNTY ANGLERS.

YEAR 6: 10% of total entry fees collected in previous year  
X number of fishing days X % of OUT OF COUNTY ANGLERS.

After year 6, all funding would be appropriated based on the year 6 formulation.

The Appropriations Committee reserves the right to increase or decrease the amount of funding IN THE EVENT OF EXTENUATING CIRCUMSTANCES.

APPROPRIATION FORMULATION  
YEARS 1, 2 & 3

YEAR 1: MAXIMUM \$5,000.00  
YEAR 2: 30% OF ENTRY FEES  
YEAR 3: 25% OF ENTRY FEES

\_\_\_\_\_ % OF TOTAL ENTRY FEES COLLECTED IN PREVIOUS YEAR  
x \_\_\_\_\_ NUMBER OF FISHING DAYS  
= \_\_\_\_\_ TOTAL

APPROPRIATION FORMULATION  
YEARS 4, 5 & 6

YEAR 4: 20% OF ENTRY FEES  
YEAR 5: 15% OF ENTRY FEES  
YEAR 6: 10% OF ENTRY FEES

\_\_\_\_\_ % OF TOTAL ENTRY FEES COLLECTED IN PREVIOUS YEAR  
x \_\_\_\_\_ NUMBER OF FISHING DAYS  
= \_\_\_\_\_  
x \_\_\_\_\_ % OF OUT OF COUNTY ANGLERS  
= \_\_\_\_\_ TOTAL



Once the application for funding has been submitted, approval is required as follows:

1. Florida Keys Fishing Tournaments, Inc.;
2. Monroe County Tourist Development Council;
3. Budget requires approval of both agencies of record - Tinsley Advertising (page 37) and Stuart Newman Associates (page 37);
4. Five (5) copies of the Funding agreement (Attachment J) including Public Entity Crimes affidavit (Attachment K), approved budget and schedule of events will be sent from the TDC Administrative Office to each Tournament Director for signature;
5. Five (5) original Funding agreements, duly signed and notarized as outlined returned to Administrative Office by Tournament Director;
6. Final approval from the Monroe County Board of County Commissioners;
7. Five (5) copies of Funding agreement forwarded to the Clerk of the Circuit Court for final execution;
8. Upon receipt of executed copies of the Funding agreement by the TDC Administrative Office, the Tournament Director will receive:
  - a. Original funding agreement (see attachment J)
  - b. Public Entity Crimes Affidavit (see attachment K)
  - c. Budget Breakdown (see attachment D)
  - d. Schedule of Events (see attachment E)
  - e. Reimbursement Procedures (see attachment L)
  - f. Reimbursement/Direct Payment Affidavit (see attachment M)
  - g. Logo information (see attachment N)
  - h. Acceptable/Non Acceptable Expenses (see attachment O)

PLEASE NOTE: TDC acceptable expenditure incurred prior to the effective date of the Funding agreement will not be reimbursed.

## ATTACHMENT A

### **SAMPLE** NOTICE OF INTENT TO AFFILIATE WITH FLORIDA KEYS FISHING TOURNAMENTS, INC.

We, the undersigned, do hereby petition the Florida Keys Fishing Tournaments, Inc., to become a member Tournament under the guidelines set forth by the Monroe County Board of County Commissioners and the Monroe County Tourist Development Council as set forth in the corporation by-laws.

As a member Tournament it is understood that we may apply for Tournament funding under the provisions outlined in the Florida Keys Fishing Tournaments, Inc., CRITERIA FOR EVALUATION OF TOURNAMENT FUNDING PROPOSALS (pages 39-40).

It is further understood that the Florida Keys Fishing Tournaments, Inc., is an umbrella organization in contractual agreement with the Monroe County Board of County Commissioners to function as primary agent for dispersal of allocated funds received from the Monroe County Tourist Development Council for the promotion and advertising of fishing tournaments in the Florida Keys (Monroe County).

By this petition it is agreed that the undersigned will cooperate with the Florida Keys Fishing Tournaments, Inc., its corporate sponsors (if applicable), and officers to increase the quality of fishing tournaments in the Florida Keys.

(Tournament)

Name of Applicant \_\_\_\_\_ District: \_\_\_\_\_

Address \_\_\_\_\_

Officers; (print name)

Position:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Deadline: \_\_\_\_/\_\_\_\_/\_\_\_\_

Any funding package received incomplete could result in reduced or no funding!

## ATTACHMENT B

### SAMPLE AFFILIATE QUESTIONNAIRE

1. OFFICIAL TOURNAMENT NAME:

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2. NAME OF PETITIONING ORGANIZATION OR PERSON & POSITION:

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3. MAILING ADDRESS

---

CITY STATE ZIP

4. PERSON IN CHARGE (DIRECTOR)

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5. PHONE #: ( ) 6. FAX #: ( )

---

7. ADDRESS (IF DIFFERENT FROM #3):

---

CITY STATE ZIP

---

8. EMAIL: 9. CHECK ONE: FOR PROFIT

---

NON-PROFIT

---

10. LOCATION OF TOURNAMENT AND/OR HOST SITE (ADDRESS/MILE MARKER)

---

CITY STATE ZIP

---

11. 20\_\_ TOURNAMENT DATES  
(REQUIRED)

12. 20\_\_ TOURNAMENT DATES  
(REQUIRED)

---

13. FORMAT: I.E., (RELEASE, MODIFIED RELEASE, WEIGHT, FISH, ETC.)

---

## ATTACHMENT B CONTINUED

14. TARGET SPECIES (IF MORE THAN ONE, LIST SEPARATELY)

---

15. ENTRY FEE:                      16. CHECK ONE:  
\$ \_\_\_\_\_ ADULTS                      ANGLER \_\_\_\_\_  
\$ \_\_\_\_\_ CHILDREN                      BOAT \_\_\_\_\_  
\$ \_\_\_\_\_ SOCIAL

17. DESCRIBE HOW THIS TOURNAMENT WILL 1) BENEFIT & EXPAND TOURISM 2)  
DEMONSTRATE SOUNDNESS OF PROPOSED TOURNAMENT IN MONROE COUNTY:

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(USE SEPARATE SHEET IF NECESSARY)

LIST DOLLAR AMOUNTS IN LINE ITEMS ON THE BUDGET BREAKDOWN PROVIDED IN  
ATTACHMENT D.

## ATTACHMENT C

### SAMPLE TOURNAMENT HISTORY QUESTIONNAIRE FISCAL YEAR 20\_\_

1. NAME OF TOURNAMENT \_\_\_\_\_
2. AGE OF TOURNAMENT \_\_\_\_\_ YEARS.
3. AMOUNT OF ENTRY FEES COLLECTED IN THE PREVIOUS YEAR TOURNAMENT  
\$ \_\_\_\_\_
4. NUMBER OF FISHING DAYS \_\_\_\_\_
5. TOTAL NUMBER OF REGISTERED ANGLERS \_\_\_\_\_
6. TOTAL NUMBER OF OUT-OF-COUNTY ANGLERS \_\_\_\_\_

## ATTACHMENT D

### SAMPLE

BUDGET BREAKDOWN  
FLORIDA KEYS FISHING TOURNAMENTS, INC.  
FISCAL YEAR 20\_\_

---

DIRECT MAIL & POSTAGE:	\$ _____
BROCHURES, POSTERS, PROGRAMS, PATCHES:	\$ _____
TROPHIES:	\$ _____
PHOTOPROGRAM:	\$ _____
MEDIA ADVERTISING:	\$ _____
T-SHIRTS, CAPS, JACKETS:	\$ _____
*GENERAL - NON-ALLOCATED:	\$ _____
-	-----
	\$ _____

\*GENERAL NON-ALLOCATED IS NOT TO EXCEED 15% OF THE TOURNAMENTS  
TOTAL BUDGET.

\*TOURNAMENTS CAN NOT EXCEED MORE THAN 30% OF THE TOTAL BUDGET  
IN TROPHY LINE ITEM EXCEPT WHEN TOURNAMENTS GET SPECIAL APPROVAL FROM  
FKFT, INC. BOARD OF DIRECTORS. 3/5/97

---

SIGNATURE

---

DATE

## ATTACHMENT E

### SAMPLE

FLORIDA KEYS FISHING TOURNAMENTS, INC.,  
TOURNAMENT SCHEDULE OF EVENTS  
FISCAL YEAR 20\_\_

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#### PRINT TOURNAMENT NAME

DAY 1	____:____ AM LINES IN WATER
	____:____ PM LINES OUT OF WATER
	____:____ PM EVENING EVENT
	____:____ PM WEIGH-IN OVER
	____:____ PM OTHER EVENT_____
DAY 2	____:____ AM LINES IN WATER
	____:____ PM LINES OUT OF WATER
	____:____ PM EVENING EVENT
	____:____ PM WEIGH-IN OVER
	____:____ PM OTHER EVENT_____
DAY 3	____:____ AM LINES IN WATER
	____:____ PM LINES OUT OF WATER
	____:____ PM EVENING EVENT
	____:____ PM WEIGH-IN OVER
	____:____ PM OTHER EVENT_____
DAY 4	____:____ AM LINES IN WATER
	____:____ PM LINES OUT OF WATER
	____:____ PM EVENING EVENT
	____:____ PM WEIGH-IN OVER
	____:____ PM OTHER EVENT_____

## ATTACHMENT F

### SAMPLE

FLORIDA KEYS FISHING TOURNAMENTS, INC.,  
TOURNAMENT DIRECTORS REPORT 20\_\_

NAME OF EVENT:\_\_\_\_\_

DATE OF EVENT:\_\_\_\_\_

LOCATION OF EVENT:\_\_\_\_\_

TARGETED SPECIE(S):\_\_\_\_\_

TACKLE REQUIREMENTS:\_\_\_\_\_

TOTAL # OF FISHING DAYS:\_\_\_\_\_

DAILY FISHING HOURS:\_\_\_\_\_

# OF VESSELS PARTICIPATING:\_\_\_\_\_

# OF ANGLERS PARTICIPATING:\_\_\_\_\_

TOTAL # OF TARGETED SPECIE(S) HOOKED:\_\_\_\_\_

TOTAL # OF TARGETED SPECIE(S) CAUGHT:\_\_\_\_\_

-----

FOR FKFT USE ONLY

# OF VESSELS\_\_\_\_\_X TOTAL HOURS OF EFFORT=\_\_\_\_\_ HOURS OF EFFORT

# OF TARGETED SPECIE(S) HOOKED - HOURS OF EFFORT=\_\_\_\_\_ HPUE

# OF TARGETED SPECIE(S) CAUGHT - HOURS OF EFFORT= \_\_\_\_\_ CPUE



## ATTACHMENT G

### SAMPLE

FLORIDA KEYS FISHING TOURNAMENTS, INC.,  
TOURNAMENTS DIRECTOR REPORT 20\_\_\_\_  
**(LAST COMPLETED TOURNAMENT RESULTS)**  
WINNERS BY CATEGORY

PRINT TOURNAMENT NAME \_\_\_\_\_

(PLEASE USE RESULTS FROM YOUR LAST TOURNAMENT COMPLETED)

CHAMPION:       NAME: \_\_\_\_\_  
                  CITY/STATE: \_\_\_\_\_  
                  CATCH: \_\_\_\_\_  
                  CAPT/BOAT: \_\_\_\_\_

1<sup>ST</sup> PLACE:       NAME: \_\_\_\_\_  
                  CITY/STATE: \_\_\_\_\_  
                  CATCH: \_\_\_\_\_  
                  CAPT/BOAT: \_\_\_\_\_

2<sup>ND</sup> PLACE       NAME: \_\_\_\_\_  
                  CITY/STATE: \_\_\_\_\_  
                  CATCH: \_\_\_\_\_  
                  CAPT/BOAT \_\_\_\_\_

3<sup>RD</sup> PLACE       NAME: \_\_\_\_\_  
                  CITY/STATE: \_\_\_\_\_  
                  CATCH: \_\_\_\_\_  
                  CAPT/BOAT: \_\_\_\_\_

**FLORIDA KEYS FISHING TOURNAMENTS, INC.**  
**PARKING/ROAD CLOSURE/SECURITY/TRASH 20\_\_\_\_-20\_\_\_\_**

SUBMIT A DETAILED ACTION PLAN INCLUDING APPROPRIATE PERMIT(S) IF APPLICABLE AS TO HOW PARKING, SECURITY, ROAD CLOSURES AND TRASH WILL BE HANDLED DURING YOUR EVENT. THE PLAN SHOULD INCLUDE:

- 1.) IF YOUR EVENT WILL REQUIRE ROAD CLOSURES, ENCLOSE A COPY OF THE APPROVAL BY THE APPROPRIATE COUNTY/MUNICIPAL ENTITY.\_\_\_\_\_

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- 2.) HOW DOES YOUR MARKETING PLAN ACCOMMODATE PARKING AND TRANSPORTATION AS IT RELATES TO YOUR EVENT?\_\_\_\_\_

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- 3.) HOW WILL YOUR EVENT HANDLE SECURITY AND TRASH REMOVAL?\_\_\_\_\_

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## ATTACHMENT H

### SAMPLE

	<b>(NAME OF TOURNAMENT)</b>		
	<b>STATEMENT OF INCOME AND EXPENSES</b>		
	Oct. 1, ____ Sept. 30, ____ Actual	Oct. 1, ____ Sept.30, ____ Actual	Oct. 1, ____ Sept. 30, ____ Projected
<b>INCOME:</b>			
SPONSORS (CASH)	\$ _____	\$ _____	\$ _____
ENTRY FEES	\$ _____	\$ _____	\$ _____
T-SHIRTS & CAPS	\$ _____	\$ _____	\$ _____
BANQUET	\$ _____	\$ _____	\$ _____
OTHER	\$ _____	\$ _____	\$ _____
<b>TOTAL</b>	\$ _____	\$ _____	\$ _____
<b>OTHER FUNDS:</b>			
FISHING UMBRELLA	\$ _____	\$ _____	\$ _____
<b>TOTAL INCOME</b>	\$ _____	\$ _____	\$ _____
<b>EXPENSES:</b>			
POSTAGE	\$ _____	\$ _____	\$ _____
T-SHIRTS & CAPS	\$ _____	\$ _____	\$ _____
DIRECTOR FEES	\$ _____	\$ _____	\$ _____
BROCHURES & PATCHES	\$ _____	\$ _____	\$ _____
KICKOFF/AWARD BANQUET	\$ _____	\$ _____	\$ _____
PRIZES AND/OR TROPHIES	\$ _____	\$ _____	\$ _____
KICK-OFF TOURNAMENT	\$ _____	\$ _____	\$ _____
DUES, LICENSES, INSURANCE	\$ _____	\$ _____	\$ _____
MEDIA ADVERTISING	\$ _____	\$ _____	\$ _____
STATIONARY/OFFICE SUPPLIES	\$ _____	\$ _____	\$ _____
PHOTO PROGRAM	\$ _____	\$ _____	\$ _____
BROCHURE, PRINTING	\$ _____	\$ _____	\$ _____
SIGNAGE	\$ _____	\$ _____	\$ _____
COMPUTER	\$ _____	\$ _____	\$ _____
OTHER	\$ _____	\$ _____	\$ _____
OTHER	\$ _____	\$ _____	\$ _____
<b>TOTAL EXPENSES</b>	\$ _____	\$ _____	\$ _____

## ATTACHMENT H CONTINUED

**(NAME OF TOURNAMENT)**  
**STATEMENT OF INCOME AND EXPENSES**  
Oct. 1, \_\_\_\_      Oct. 1, \_\_\_\_      Oct. 1, \_\_\_\_  
Sept. 30, \_\_\_\_      Sept.30, \_\_\_\_      Sept. 30, \_\_\_\_  
Actual                      Actual                      Projected

<b>INCOME LESS EXPENSES:</b>	\$ _____	\$ _____	\$ _____
<b>DONATED SERVICES:</b>			
MEDIA ADVERTISING	\$ _____	\$ _____	\$ _____
OTHER	\$ _____	\$ _____	\$ _____
OTHER	\$ _____	\$ _____	\$ _____
<b>TOTAL</b>	\$ _____	\$ _____	\$ _____
<b>NET PROFIT (LOSS)</b>	\$ _____	\$ _____	\$ _____
<b>RETAINED PROFIT (LOSS)</b>			
<b>FROM PRIOR YEAR</b>	\$ _____	\$ _____	\$ _____
<b>RETAINED PROFIT AT END</b>			
<b>OF EACH YEAR</b>	\$ _____	\$ _____	\$ _____

I CERTIFY THAT THE ABOVE FINANCIAL INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE:

\_\_\_\_\_  
Director's Signature

THE ABOVE \_\_\_\_\_ BEING WELL KNOWN TO ME, OR HAVING PROVIDED ACCEPTABLE  
IDENTIFICATION DEPOSES AND STATES THAT THE INFORMATION IS CORRECT TO THE BEST OF HIS/HER  
KNOWLEDGE AS OF THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
SEAL:

NOTARY PUBLIC, STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

THE ABOVE LISTED CRITERIA IS THE SOLE BASIS FOR APPROVAL AS REQUIRED BY THE BY-LAWS OF THE  
FLORIDA KEYS FISHING TOURNAMENT, INC.

\_\_\_\_\_

# FLORIDA KEYS FISHING TOURNAMENTS, INC.

## TOURNAMENT RULE REQUIREMENTS

FISCAL YEAR 20\_\_-20\_\_

TOURNAMENT NAME: \_\_\_\_\_

1. ATTACH OR WRITE A COPY OF TOURNAMENT RULES:\_\_\_\_\_

2. ATTACH OR WRITE A COPY OF SCORING SYSTEM:\_\_\_\_\_

## ATTACHMENT I

### FLORIDA KEYS FISHING TOURNAMENTS, INC. INSURANCE REQUIREMENT 20\_\_ - \_\_

AT THE NOVEMBER 4, 1996 GENERAL MEETING THE FOLLOWING MOTION WAS PASSED UNANIMOUSLY:

MOTION BY DALE BITTNER, SECONDED BY DAVE NAVARRO TO AMEND MOTION ON SEPT. 4, 1998 MEETING MINUTES #VI. TO READ: TO CONTACT ALL TOURNAMENTS FUNDED AND ASK FOR A COPY OF INSURANCE POLICY INCLUDING FKFT, INC AS A INSURER FOR EACH EVENT AND IN 1998 MAKE IT A REQUIREMENT. UNANIMOUS VOTE.

WHEN SUBMITTING THE FOLLOWING FUNDING PACKAGE FOR FISCAL YEAR 1999 PLEASE ATTACH A COPY OF THE INSURANCE.

#### INSURANCE CRITERIA - 4/9/97

MOTION BY DAVE NAVARRO, SECONDED BY CHESTER MARR TOURNAMENTS MUST SUBMIT A COPY PROOF OF INSURANCE WITH FKFT AS AN ADDITIONAL RIDER 60 DAYS PRIOR TO THE EVENT IN ORDER TO RECEIVE REIMBURSEMENT. UNANIMOUS VOTE.

DUE TO THE PROBLEM WITH SMALLER TOURNAMENTS NOT BEING ABLE TO GET A COPY OF THE INSURANCE A YEAR AHEAD OF TIME TO THE ABOVE MOTION ALLOWS TOURNAMENTS TO TURN THEIR INSURANCE REQUIREMENT IN NO LATER THAN 60 DAYS PRIOR TO THE EVENT. TOURNAMENTS THAT DO NOT GET THEIR INSURANCE RIDER IN PRIOR TO THE DEADLINE WILL NOT BE ELIGIBLE FOR THE FUNDING APPROVED BY FKFT, INC. IN THAT FISCAL YEAR!

## ATTACHMENT J

### SAMPLE FUNDING AGREEMENT

THIS AGREEMENT is made and entered into by and between the Board of County Commissioners of Monroe County, Florida, (hereinafter referred to as the "County") and **(Organization/Entity)**. (Hereinafter referred to as "Event Sponsor");

WHEREAS, the umbrella organization under contract to the County has recommended to the Monroe County Tourist Development Council (hereinafter "TDC"), which has endorsed the recommendation, that certain monies be allocated for promotion of an event;

THEREFORE; in consideration of the mutual promises contained herein, the parties agree as follows:

1. County shall pay a sum not to exceed \$\_\_\_\_\_ (**Number of Dollars**) for promotion and related expenditures **effective October 1, 20\_\_**, as described in the event budget, attached hereto as Exhibit B, for production of **the (Name of Event/Tournament and date of Event/Tournament)**. Payment will be made only after Event Sponsor submits invoices and support documentation acceptable to the County's Finance Department. The advertising and promotion budget for County funding may be altered as to the individual line items, or components, within 10% of the amount stated for that item or component, without increasing the total dollar amount and without requiring a written amendment to this agreement. The general non-allocated section of an Umbrella event budget may be utilized for unforeseen permissible expenditures and for those budget lines that may require additional funds. Monroe County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the County.

2. Event Sponsor shall provide promotion and related services as described in the Sponsor's application for funding, Exhibit A, attached hereto. All advertising and public relations services or supervision of advertising and public relations will be provided through the contracted agencies of the TDC and County. The agencies of record, shall receive payment of work in progress upon submission of documented invoices associated with said event. Event sponsor fully understands that funding is obtained from tourist development taxes for which the fiscal year ends September 30, 20\_\_. Event sponsor also understands that the funding process through which this contract was made available by County requires event sponsors to submit their payment requests as quickly as possible and to finalize all such requests before the end of the fiscal year, if at all possible. In order for the tourist development taxes to be utilized most effectively for the purpose for which they were authorized, attracting and promoting tourism, the budgeting process of the County requires the event's funding to be concluded in a timely manner. In recognition that the timeliness of payment requests is of extreme importance to the funding of future advertising and promotion for the stability of the tourist-based economy, Event Sponsor agrees to submit by September 30, 20\_\_ all invoices and support documentation as required by the County's Finance Department rules and policies. Event Sponsor shall not be reimbursed nor will Event Sponsor's vendors be paid directly for any invoices received by the County after September 30, 20\_\_.



3. Event Sponsor shall reimburse County for any amount of funds expended by County in connection with an event which does not occur as a result of any act or omission by Event Sponsor.

4. Event Sponsor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of the services provided, event sponsored, or other activities and funding associated with this agreement. Should event involve the serving or distribution of alcoholic beverages, Event Sponsor shall obtain prior to the event a Liquor Liability insurance policy naming Monroe County as a co-insured.

5. Event Sponsor shall maintain records pursuant to generally accepted accounting principles for three (3) years after the event and shall permit County and its agents and employees access to said records at reasonable times.

6. County may terminate this agreement without cause upon providing written notice to Event Sponsor no less than sixty (60) days prior to the event and may terminate for breach upon providing to Event Sponsor notice at least seven (7) days prior to the effective date of the termination.

7. Event sponsor is an independent contractor and shall disclose any potential conflicts of interest as defined by Florida Statutes, Chapter 112 and Monroe County Code, Article XXI.

8. Event Sponsor warrants that he/she/it has not employed, retained or otherwise had act on his/her/its behalf any former County officer or employee in violation of Section 2 or Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the County may, at its discretion terminate this contract without liability and may also, at its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee.

9. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

10. Logo: All promotional literature and display advertising with the exception of generic advertising must display the **"Florida Keys & Key West, Monroe County Tourist Development Council Come As You Are"** logo/trade mark (as per enclosed). This logo/trade mark was adopted by the TDC and County in November 2000. No re-imbursement

will be provided to those entities utilizing the old logo/trade mark "Florida Keys & Key West Come as you are". **Radio Advertising should read** "Brought to you by the Monroe County Tourist Development Council".

11. Insurance Requirements: Event Sponsor, as a pre-requisite of the Special Event governed by this agreement, shall obtain, at its own expense, insurance as specified in this section.

Event Sponsor will not be permitted to commence work associated with the Event (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the county as specified below. Event Sponsor shall maintain the required insurance throughout the entire duration of the Special Event and any extensions specified in any attached schedules. Failure to comply with this provision may result in the immediate suspension of the Event until the required insurance has been reinstated or replaced. Event Sponsor shall provide, to the County, as satisfactory evidence of the required insurance, either:

- \* Certificate of Insurance

or

- \* Certified copy of the actual insurance policy

A certified copy of any or all insurance policies required by this contract shall be filed with the Clerk of the BOCC prior to the Event.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

Acceptance and/or approval of Event Sponsor's insurance shall not be construed as relieving Event Sponsor from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies.

Any deviations from these General Insurance Requirements must be requested in writing on the County form titled "Request for Waiver of Insurance Requirements" and must be approved by Monroe County Risk Management.

Event Sponsor shall furnish the County with a certificate evidencing the insurance required by this paragraph not later than twenty (20) days prior to the event.

Prior to commencement of work governed by this contract, Event Sponsor shall obtain General Liability Insurance. Coverage shall be maintained through out the life of the contract and include, as a minimum:

- \* Premises Operations
- \* Products and Completed Operations
- \* Blanket contractual Liability
- \* Personal Injury Liability
- \* Expanded Definition of Property Damage

The minimum limits acceptable shall be:

- \* \$1,000,000.00 combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

- \* \$500,000.00 per person
- \* \$1,000,000.00 per Occurrence
- \* \$100,000.00 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective

date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

Recognizing that the work governed by this contract involves the sales and/or distribution of alcoholic beverages, the Contractor's General Liability Insurance policy shall include Liquor Liability with limits equal to those of the basic coverage.

A separate Liquor Liability policy is acceptable if the coverage is not more restrictive than the contractor's General Liability policy.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(SEAL)

Attest: Danny L. Kolhage, Clerk

Board of County Commissioners  
of Monroe County

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Mayor/Chairman

(CORPORATE SEAL)

**(Organization/Entity)**

Attest:

By. \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
President

OR \_\_\_\_\_

\_\_\_\_\_  
Witness

## ATTACHMENT K

### PUBLIC ENTITY CRIMES FORM

#### SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to \_\_\_\_\_  
(print name of the public entity)  
by \_\_\_\_\_  
(print individual s name and title)  
for \_\_\_\_\_  
(print name of entity submitting sworn statement)

who business address is \_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this

sworn statement: \_\_\_\_\_

I understand that a public entity crime as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understanding that convicted or conviction as defined in Paragraph 287.133(1)(b), Florida Statues, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that an affiliate as defined in Paragraph 287.133(1)(1), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person or shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a person as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding

contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term person includes, those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officers determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICERS FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.0917, FLORIDA STATUTES FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
(signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Personally known \_\_\_\_\_

OR Produced identification \_\_\_\_\_ Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(printed typed or stamped  
commissioned name of notary public)

## ATTACHMENT L

### REIMBURSEMENT PROCESS

Please direct all your payment/reimbursement requests to the following address:

Monroe County Tourist Development Council  
Monroe County Finance Department  
P.O. Box 1398  
Key West, FL. 33041  
Phone: (305) 292-3536  
Fax: (305) 295-3660

Within the Fishing Umbrella Events, the monies received by the Tournament Director are to be used within the approved acceptable list of TDC expenses (Refer to Attachment O) without any restriction as to out-of-county advertising. Each Umbrella shall appropriate a minimum of 30% of the funds of the Umbrella for out-of-county advertising and public relations effective October 1, 1994. The remainder or 70% that has not been allocated to advertising/public relations within the Umbrella shall be allocated by the Umbrella to the applicants and the budget, which is included with the application, will be individually reviewed by the Umbrella, the applicant and the advertising/public relations agencies of record. There cannot be more than a 10% deviation on the approved budget. No amendments will be permitted after this approval process. 9/14/91

This list may not reflect all acceptable or unacceptable items and is applicable only as a guideline. Any questions you may have can be directed to the Administrative Office in writing. Refer to Section IV, page 36 for information. 05/08/91

Any Tournament receiving funding under the Umbrella organization will not be eligible for further funding under another event category. 08/14/91

**TDC FUNDED ITEMS:** Items funded by the TDC are not to be sold, including T-shirts, etc. 9/14/94

**SUBMISSION OF REIMBURSEMENT/INVOICE REQUEST** shall be within 90 days of the event. Tournaments that occur in July, August, & September have until September 30th of that year to request reimbursement. After September 30th the funding will not be available due to end of fiscal year.

It is the Tournament Director's responsibility to make sure all materials for reimbursement package have attached the Reimbursement Application and a sample of all items purchased and are in order for timely processing.

## **ATTACHMENT L CONTINUED**

**DIRECT PAYMENT TO VENDORS:** Original invoices have to be submitted for direct payment to vendors. Copies and faxes are not acceptable. If you contract work that will be directly billed to the TDC, please supply your supplier with the proper form (Attachment M) that specifies the name of the event and line item number on the original invoice.

**REIMBURSEMENTS:** Reimbursement request must be accompanied by an original invoice. Copies and faxes are not acceptable. If a canceled check is available showing payment of goods and services please submit with the reimbursement affidavit. (Attachment M).

**ADVERTISING:** All advertising has to be approved by the agency of record (Tinsley Advertising refer to Section IV, page 37), and approval of all printed material will have to be submitted along with Original invoice to the Monroe County Finance Department in order to receive reimbursement.

Printed material such as BROCHURES, PAMPHLETS, POSTERS, NEWSPAPER, AND MAGAZINE ADS need to be attached to Original invoice. RADIO ADS need a form from the radio station showing dates and times of airing or notarized affidavit from radio station sustaining the air date and times. Submit in writing the actual verbiage used in the commercial. FILM & PHOTO processing must also have original receipt or invoice attached to a contact sheet. DIRECT MAIL & POSTAGE need a one page sample of mailing list.

**T-SHIRTS, JACKETS, CAPS, AND BAGS:** submit a photo copy of front and back (if there is anything printed), along with the original invoice. Please do not send the actual item.

**BANNER REIMBURSEMENT:** a photo of the banner is required for reimbursement along with the original invoice. Make sure the logo in the photo is readable.

**ACCEPTABLE TROPHIES:** framed art work, framed photography, engraved crystal and glass, plaques, trophy, sculptures (fiberglass, metal, glass & wood) and framed certificates shall constitute a trophy. All such trophies must include the appropriate information as outlined in the policies (tournament name, date, and location). 9/14/94 For TROPHY reimbursement, Tournament Directors must present the original invoice of the trophies, a notarized list of winners of the event, and a notarized list of the plates and/or glass etching from the engraving company. TDC approved 8/13/03.

## ATTACHMENT M

Request for  
Reimbursement/Direct Payment  
by  
Monroe County  
Tourist Development Council

The following is a summary of the expenses for:

Line item Number:					
Check #	Payee	Make Check Payable to:	Goods/ Services	Budgeted Amount	Billed Amount
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
(a)	Total reimbursement				\$
(b)	Total direct Payment				\$
(c)	Total prior payments				\$
(d)	Total requested & paid (a+b+c)				\$
(e)	Total contract amount				\$
(f)	Balance of contract (e-d)				\$

I certify that the goods/services on the attached original invoices, submitted to the Monroe County Tourist Development Council for direct payment, have been received.

I certify that the above checks, submitted for reimbursement, have been submitted to the vendors as noted and that the expenses are accurate and in agreement with the records of this organization. Furthermore, these expenses are in compliance with this organization's contract with the Monroe County Tourist Development Council and the Monroe County Board of County Commissioners and will not be submitted for reimbursement to any other funding source.

Event Coordinator

Attachments (supporting documentation)

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_  
Notary Public



## **ATTACHMENT N**

### **FISHING UMBRELLA LOGO USAGE:**

Use on all ads, color or b/w.

On all printed material - including posters, flyers, brochures, etc. - Two logos (TDC & FKFT, Inc.) must be used.

[All other approved sponsors (Yamaha) will be used in generic advertising & collateral]

T.V. - logos must appear at the conclusion of commercial.

Radio - no logo; mention sponsors in spot, i.e., "Brought to you by the Monroe County Tourist Development Council."

Videos - use all logos.

Trophies - only use the tournament name, date & location.

Banners - TDC logo only (Florida Keys & Key West).

T-shirts, Hats, Jackets, Koozie Cups - Use TDC logo. 12-11-96

Embroidery – only use tournament logo & location (Key West, etc) TDC approved 8/13/03



**THE FLORIDA KEYS & KEY WEST**  
MONROE COUNTY TOURIST DEVELOPMENT COUNCIL  
*Come as you are®*

Florida Keys and Key West Logo: The Florida Keys and Key West logo shall appear as follows:

Black/White Logo: On all material not using four (4) color processing printing, the Florida Keys and Key West Logo Shall be featured in black and white (PMS Black). 06-12-91

**THE FLORIDA KEYS & KEY WEST**  
MONROE COUNTY TOURIST DEVELOPMENT COUNCIL  
*Come as you are®*

The Advertising Agency will provide the logo to be placed in all advertising. If a charitable rate can be obtained, the decision to drop the logo shall be made through the discretion of the agencies, the Marketing Director and the event coordinator. 02/06/91

## **ATTACHMENT O**

### **EXAMPLES OF ACCEPTABLE AND NON-ACCEPTABLE EXPENSES**

#### Acceptable

Newspaper Ads\*  
Radio Advertising\*  
Brochures\*  
Direct Mail Piece\* & Postage  
Posters\*  
Street Banners\*  
Table Tents (Advertising Piece\*)  
Koozie Cups  
Ribbons\*\*\*  
Press Room Telephone Expense under  
    Separate Numbers  
Trophies\*\*\*  
Sanctions Fees\*\*  
Programs as long as they serve as  
Promotional item, i.e. info on the area  
map and writeups should  
be sent out as promotional piece  
  
Professional Photographer--for specific  
purposes--each request individually  
approved.  
T.V. Ads\*  
Helicopter rental as required by the  
agencies of record for TDC  
Transportation, Lodging & Meals for  
not-for-profit bands (i.e. representing  
government, school, universities, etc.)  
T-Shirts, Jackets\*\*\*\*  
Hats\*\*\*\*  
Flags\*\*\*\*  
Programs\*\*\*\*  
Production costs for advertising  
Public Relations Expenses  
Internet Advertising  
TDC Website only

#### Non-Acceptable

Newsletters  
Administrative Expenses  
Office Supplies  
Utilities  
Rent  
Passes and Buttons  
Security  
Prize Money  
Raffle Tickets  
Concession Items, i.e.  
food items to be sold  
Rental of Equipment  
Insurance  
Programs which serve in-house only  
    Auditions Notices  
  
Stationary/Envelopes  
    unless special event  
Salaries, wages, fees,  
    i.e. artists' fees,  
    consultations fees,  
    Directors, Secretarial Services,  
Road Company fees  
Crane Rentals  
Hotel Rooms for VIP's  
Ambulances  
Prizes for Raffles  
Construction materials for  
stages, docks, etc.

\* All advertising and promotional items must indicate credit to the Florida Keys and Key West.

\*\* Sanction Fees: Per interpretation of the County Attorney's Office. When a sanctioning body concurs, confirms, or ratifies and act or event, it is said to have sanctioned the act or event.

The sanctioning body, however, is not the entity that actually produces or sponsors the event. A classic example of sanctioned events are competitions, sporting events, and races.

A sporting event - such as a football game, or a competition - such as a power boat race, are produced at the local level. However, for the event to rise to the stature of a national competition it must be sanctioned by an organization, such as the NFL or the American Power Boat Association. The fee that is paid to the sanctioning organization directly enhances the promotability, the stature, and the advertising potential, along with the likelihood that viable national sponsors will aid in the promotion and advertising of the event.

Artist Fee: In contrast with sanction fees what is termed artist fees, road company fees, etc., is compensation of the participants, performers, or producers of the events. Artist fees, road company fees, concert fees, and direct event production costs, unless they are intended primarily to advertise or promote an event, are an improper expenditure of TDC funds under Florida statute.

\*\*\* Trophies and Ribbons must indicate location (i.e. Islamorada, Key Largo, etc.) name and date of event. The list of recipients must be provided for reimbursement. Must be promotional in nature and presented as an award. 01/22/92

\*\*\*\* Items that are funded by BOCC and subsequently sold (see Section II, page 13).

This list may not reflect all acceptable or unacceptable items and is to be used only as a guideline. Any questions you may have can be directed to the Administrative Office in writing. 05/08/91

TDC FUNDED ITEMS: Items funded by the TDC are NOT to be sold. 09/14/94

PURCHASE OF ITEMS WITH TDC FUNDS: Property being defined as fixtures and other tangible personal property of a non-consumable nature purchased with TDC funds, as stated above, is owned by the BOCC/TDC and therefore must be included in the inventory listing of Monroe County and tagged accordingly as required by the Auditor General. \*(F.S. 274.02)

If the purchase price of the item involved is \$500 or more, this item is defined by the Clerk of the Circuit Court for Monroe County as a 'capital outlay' purchase and must be so noted. Capitalized items must be appropriated as such disposal of capitalized items will be governed by county policy. 06/12/91

\* i.e. computers, paintings, VCR's recording equipment, postage machines, FAX machines, copiers, etc.



**MONROE COUNTY TOURIST DEVELOPMENT COUNCIL  
APPLICATION FOR CULTURAL UMBRELLA EVENT FUNDING**

October 1, 200\_\_ through September 30, 200\_\_

(BOCC 2/16/05)

Please number pages. The page numbers and page breaks should be the same as this application. Pages may be inserted as needed. Number inserted pages the same as the page before plus sub-numbers. Example: 2.1, 2.2, 2.3.

NAME OF PROPOSED EVENT:

VENUE (location/city):

DATE(S) OF EVENT:

AMOUNT REQUESTED: (Maximum request: \$25,000.00)

**I. EVENT PRODUCER INFORMATION** (The event producer is the organization or individual who is responsible for the event. In some cases, the event producer and the event are the same, for example: The Key Players. In other cases, they are different, for example: the Pigeon Key Arts Festival is the event; the Pigeon Key Foundation is the producer.)

A. NAME OF EVENT PRODUCER:

ADDRESS:

TELEPHONE:

FAX:

EMAIL:

YEAR LEGALLY ESTABLISHED (if organization):

FEDERAL IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER:

SUMMARIZE HISTORY OF EVENT PRODUCER:

B. CONTACT PERSON (should be familiar with application and authorized to speak for event sponsor):

ADDRESS:

TELEPHONE:

FAX:

EMAIL:

C. ALTERNATE CONTACT PERSON:

ADDRESS:

TELEPHONE:

FAX:

EMAIL:

D. AUTHORIZED PERSON List name of President and other individual(s) authorized to execute contracts and otherwise act on behalf of event producer:

NAME:

TITLE:

E. STAFF List staff members including volunteers responsible for administering and organizing this event with evidence of their qualifications and capabilities to accommodate the demands of the event.

NAME

QUALIFICATIONS AND CAPABILITIES

F. EVENT PRODUCER'S FINANCIAL STATEMENT Insert producer's total budget and financial statement, compilation, review or audit for the last completed fiscal year. Number as page 2.1, 2.2 etc.

**II. HISTORY OF PROPOSED EVENT**

A. NUMBER OF YEARS this event has received Cultural Umbrella funds. Check one:

- ☐ Never received CU funds (5 points)  
☐ Received CU funds 1 year (4 points)  
☐ Received CU funds 2 years (3 points)  
☐ Received CU funds 3 years (2 points)  
☐ Received CU funds 4 or more years (1 point)
- 1 2 3 4 5**

B. PREVIOUS FUNDING of this event from the Monroe County Tourist Development Council and by other state or federal agencies during the last five years.

Source of funding	Amount Requested	Amount Received	Year
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**III. PROPOSED EVENT INFORMATION**

A. MONTH(s) OF EVENT: (Please circle the appropriate month. Shoulder and off-season events will receive higher scoring. If an event takes place over a series of months causing the total for that particular score to be more than the highest applicable score of 5, the event will be assigned a score of 5.) (BOCC 3/16/05)

January	2	July	3
February	1	August	5
March	1	September	5
April	1	October	5
May	3	November	4
June	3	December	3

**1 2 3 4 5**

B. Number of days of event per year: \_\_\_\_\_

1 - 2 days	1	40 - 59 days	6
3 - 4 days	2	60 - 79 days	7
5 - 9 days	3	80 - 99 days	8
10 - 19 days	4	100 - 149 days	9
20 - 39 day	5	150 + days	10

**1 2 3 4 5 6 7 8 9 10**

**C. NARRATIVE SUMMARY OF EVENT**

Outline goals and objectives and describe in detail the proposed event. (What are you going to do and how are you going to do it?)

## EXHIBIT A

D.

MONROE COUNTY TOURIST DEVELOPMENT COUNCIL  
CULTURAL UMBRELLA  
**SCHEDULE OF EVENTS**

FISCAL YEAR 2006

EVENT NAME: \_\_\_\_\_

List scheduled event activities in date order. If pre-promotion is included, indicate the event dates of the next season. If funded, funds will be reimbursed only for the promotion of event activities listed here.

IF FUNDED, EXHIBITS A AND B WILL BECOME PART OF YOUR CONTRACT AND TRANSMITTED TO THE OFFICE OF THE CLERK OF THE COURT.



**E. MARKETING PLAN** The marketing plan must be approved in advance by the advertising and public relations agencies of record. See cover page for contact information. Insert approval letters as pages 6.1 and 6.2.

Detail Marketing Plan here. Include all aspects of the proposed event with estimated number of persons to be reached through the different media. Provide source of information for estimated numbers. Specifically state how you plan to spend the Cultural Umbrella funds requested and summarized in Exhibit B

#### **IV. QUALITY OF PROPOSED EVENT**

A. NARRATIVE Discuss the overall excellence of the event. Discuss the artistic excellence, the tourist appeal, and the extent to which the event is unique to Monroe County or the district. How does it promote and showcase the destination's cultural, historic, and/or environmental resources?

**1 2 3 4 5 6 7 8 9 10**

## B. ATTENDANCE

NUMBER OF PEOPLE ANTICIPATED TO ATTEND THE EVENT, THE NUMBER ATTENDING THIS CURRENT YEAR AND ACTUAL PAST ATTENDANCE:

	Vendors/Participants			Admissions/Spectators		
	Anticipated 2006	Current 2005	Actual 2004	Anticipated 2006	Current 2005	Actual 2004
Monroe County Residents						
Out of County, Florida						
Out of State						
TOTAL						

1 2 3 4 5 6 7 8 9 10

## C. DETERMINATION OF ATTENDANCE

1. HOW WAS PAST ACTUAL ATTENDANCE DETERMINED?

2. HOW WAS ANTICIPATED ATTENDANCE AT PROPOSED EVENT ESTIMATED?

3. PLAN FOR DETERMINING ACTUAL ATTENDANCE AT PROPOSED EVENT?

1 2 3 4 5

#### D. VALUE OF MEDIA EXPOSURE

1. Submit a detailed history of state, national and/or international media exposure of last event, including estimated reach and source of information. DO NOT INCLUDE PAID ADVERTISING. DO NOT INCLUDE MONROE COUNTY MEDIA.

**OR**

2. For a new event, submit the anticipated value of the new event to tourism. Include estimated media vendor circulation of your target market outside of Monroe County. DO NOT INCLUDE PAID ADVERTISING.

**1 2 3 4 5 6 7 8 9 10**

## **V. FINANCIAL INFORMATION:**

### **A. ALLOWABLE EXPENDITURES**

ALLOWABLE ADVERTISING AND PROMOTION EXPENDITURES THAT MAY BE REIMBURSED WITH TOURIST DEVELOPMENT COUNCIL - CULTURAL UMBRELLA FUNDS:

**NEWSPAPER AND MAGAZINE ADS:** List all publications where advertising will be placed. It is important that your ads are well balanced: the majority should be placed outside your district to encourage visitation and there should be some ads placed locally to encourage extended stay and provide visitors with information.

**RADIO ADS:** List all stations where advertising will be placed. Again, make sure ads are placed where visitors from outside your district will be made aware of your program.

**BROCHURES:** It is recommended that brochures be of weight and size that allows them to be placed in a standard rack and allows them to be mailed in a standard envelope with one stamp.

**DIRECT MAIL PIECE AND POSTAGE:** The cost of mailing items outside your district.

**POSTERS:** It is recommended that posters are of a reasonable size and cost. Distribution plans should be outlined.

**STREET BANNERS:** It is encouraged that reusable materials are purchased.

**LOGO DESIGN:** All artwork becomes the property of the Tourist Development Council. Copyrighted artwork that is being purchased has to be approved by the Umbrella. List artist to be contracted.

**TABLE TENTS:** List restaurants where tents will be distributed.

**AWARDS:** Must list the area and should be distributed to groups from outside region.

**PROGRAM:** Must be a promotional item. List distribution plans. If advertising is sold, the revenue raised must be deducted from the cost of the brochure.

**PROFESSIONAL PHOTOGRAPHERS:** Photos for brochures, programs, and publicity photographs must be approved by the advertising and public relations agencies *prior to being taken*.

**TV ADVERTISING:** List stations and audience. Majority of placement should reach an audience outside the district. **ADVERTISING THROUGH THE INTERNET:** Event-specific web pages may be submitted as part of the event advertising plan. Event-specific home pages will be featured on the TDC website only. Banner-style advertising is restricted to a hyperlink to the TDC website only. Production costs of the event-specific home page will be paid to third-party vendors. Pages produced by a third-party vendor must meet the TDC standards as set by [floridakeys.com](http://floridakeys.com) (telephone 305-292-1880)

B.

**STATEMENT OF INCOME & EXPENSE  
FOR PROPOSED EVENT, CURRENT YEAR, AND LAST COMPLETED YEAR**

The treasurer of the producer must sign this statement. The signature must be notarized. The figures for the last completed year should be actual. The items listed are for example only. Individual items can be changed or deleted to fit your event's income and expense.

EVENT NAME: \_\_\_\_\_

## INCOME

### INCOME FROM SALES & ADMISSIONS

	PROPOSED FY 2006	CURRENT FY 2005	ACTUAL FY 2004
FOOD	\$ _____	\$ _____	\$ _____
BEVERAGE	\$ _____	\$ _____	\$ _____
BOOTH RENTAL	\$ _____	\$ _____	\$ _____
ENTRY /ADMISSION FEES	\$ _____	\$ _____	\$ _____
PHOTO CONTEST	\$ _____	\$ _____	\$ _____
PROMOTIONAL ITEMS	\$ _____	\$ _____	\$ _____
OTHER	\$ _____	\$ _____	\$ _____

### OTHER INCOME (DO NOT INCLUDE IN-KIND)

A).CULTURAL UMBRELLA	\$ _____	\$ _____	\$ _____
SPONSORS/CONTRIBUTIONS	\$ _____	\$ _____	\$ _____
GRANTS	\$ _____	\$ _____	\$ _____
OTHER	\$ _____	\$ _____	\$ _____

B). TOTAL INCOME	\$ _____	\$ _____	\$ _____
------------------	----------	----------	----------

Cultural Umbrella funds for the proposed FY are \_\_\_\_\_% of Total Income (A divided by B)

## EXPENSE

	PROPOSED FY 2006	CURRENT FY 2005	ACTUAL FY 2004
OPERATING EXPENSES			
* ADVERTISING & PROMOTION			
Media Advertising	\$ _____	\$ _____	\$ _____
Brochures, Posters, Programs	\$ _____	\$ _____	\$ _____
Direct Mail & postage	\$ _____	\$ _____	\$ _____
Photo Program	\$ _____	\$ _____	\$ _____
Public Relations	\$ _____	\$ _____	\$ _____
Promotional Items	\$ _____	\$ _____	\$ _____
(T-shirts, caps, jackets, etc.)			
Miscellaneous	\$ _____	\$ _____	\$ _____
SECURITY/CROWD CONTROL	\$ _____	\$ _____	\$ _____
SET-UP & CLEAN UP	\$ _____	\$ _____	\$ _____
EQUIPMENT RENTAL	\$ _____	\$ _____	\$ _____
INSURANCE	\$ _____	\$ _____	\$ _____
OFFICE EXPENSES	\$ _____	\$ _____	\$ _____
POSTAGE	\$ _____	\$ _____	\$ _____
RENT	\$ _____	\$ _____	\$ _____
DIRECTOR'S FEES	\$ _____	\$ _____	\$ _____
SALARIES	\$ _____	\$ _____	\$ _____
MISCELLANEOUS	\$ _____	\$ _____	\$ _____
OTHER	\$ _____	\$ _____	\$ _____
C). TOTAL EXPENSES	\$ _____	\$ _____	\$ _____
NET PROFIT/LOSS (B minus C)	\$ _____	\$ _____	\$ _____

\_\_\_\_\_  
Treasurer

SWORN AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public at Large  
State of Florida (SEAL)

\*Cultural Umbrella funds may be spent only for advertising and promotion.

**1 2 3 4 5**

C.

## EXHIBIT B

### MONROE COUNTY TOURIST DEVELOPMENT COUNCIL CULTURAL UMBRELLA EVENT FUNDS BUDGET BREAKDOWN

FISCAL YEAR 2006

EVENT NAME: \_\_\_\_\_

MEDIA ADVERTISING	\$ _____
BROCHURES, POSTERS, PROGRAMS	\$ _____
DIRECT MAIL & POSTAGE	\$ _____
PHOTO PROGRAM	\$ _____
PUBLIC RELATIONS	\$ _____
PROMOTIONAL ITEMS (T-SHIRTS, CAPS, JACKETS, ETC)	\$ _____
MISCELLANEOUS*	\$ _____
TOTAL	\$ _____

**\*MISCELLANEOUS MAY NOT EXCEED 15% OF THE ABOVE BUDGET.**

**ACTUAL EXPENDITURES MAY DEVIATE NO MORE THAN 10% FROM THIS BUDGET.**

**THE MAXIMUM REQUEST IS \$25,000.00.**

**FUNDS ARE PAID ON A REIMBURSEMENT BASIS.**

**ALL PRINT AND TELEVISION MATERIALS MUST DISPLAY THE CURRENT TDC LOGO.**

**ALL BROADCAST ADVERTISING PLACED OUTSIDE MONROE COUNTY MUST INCLUDE THE LINE  
"SPONSORED IN PART BY THE FLORIDA KEYS AND KEY WEST."**

**ALL BROADCAST ADVERTISING PLACED INSIDE MONROE COUNTY MUST INCLUDE THE LINE  
"SPONSORED IN PART BY THE MONROE COUNTY TOURIST DEVELOPMENT COUNCIL."**

**IF FUNDED, EXHIBITS A AND B WILL BECOME PART OF YOUR CONTRACT AND TRANSMITTED TO THE  
OFFICE OF THE CLERK OF THE COURT.**



D. CONTRIBUTIONS IN CASH, ANTICIPATED (Cash and in-kind contributions are important because they show community support.)

1. List anticipated cash contributions, sponsorships, grants. List each separately.

CONTRIBUTOR, SPONSOR, GRANT

AMOUNT

TOTAL \$\_\_\_\_\_

2. Insert **letters of commitment** for each anticipated cash contribution or sponsorship. (Letters of commitments for anticipated grants are not necessary). Number letters as pages 14.1, 14.2, 14.3, etc.

**1 2 3 4 5**

## E. CONTRIBUTIONS IN-KIND, ANTICIPATED

1. List all in-kind anticipated contributions (including complimentary rooms, functions, services, and volunteer hours at up to \$10 an hour):

CONTRIBUTOR	TYPE	DOLLAR VALUE
-------------	------	--------------

TOTAL        \$ \_\_\_\_\_

## 2. LETTERS OF COMMITMENT

Insert **letters of commitment** for each in-kind contribution. Number letters as pages 15.1, 15.2, 15.3, etc.

3. TOTAL CASH AND IN-KIND CONTRIBUTIONS        \$ \_\_\_\_\_

1 2 3 4 5

## **VI. SCORING SYSTEM**

Scoring will be considered under the following criteria:

### For 5-point items

- 1 unacceptable
- 2 below average
- 3 average
- 4 above average
- 5 excellent

### For 10-point items

- 1 - 2 unacceptable
- 3 - 4 below average
- 5 - 6 average
- 7 - 8 above average
- 9 - 10 excellent

Upon evaluation of the application, the total scores will be tabulated and applications scoring 50 or more will be considered for funding. Events that meet the minimum scoring requirements will be ranked starting with the highest score. Then committee members will use their best judgment in determining award recommendations.

**NON-COLLUSION AFFIDAVIT  
AND VERIFICATION**

I, \_\_\_\_\_, of the city of \_\_\_\_\_  
according to law on my oath, and under penalty of perjury, depose and say that:

1) I am \_\_\_\_\_, the bidder making the Proposal for the project described as follows:

2) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

3) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and

4) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;

5) The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

**VERIFICATION**

I HEREBY CERTIFY that I have read the forgoing application and that the facts stated herein are true and correct to the best of my knowledge and belief.

\_\_\_\_\_  
President's Name Typed

\_\_\_\_\_  
President's Signature

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_

personally appeared \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_,  
known to be the persons named in and who executed the foregoing document.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Printed, typed, or stamped commissioned  
Name of notary public)

## SAMPLE FUNDING AGREEMENT

THIS AGREEMENT is made and entered into by and between the Board of County Commissioners of Monroe County, Florida, (hereinafter referred to as the "BOCC") and (name of event sponsor) (hereinafter referred to as "Event Sponsor");

WHEREAS, the umbrella organization under contract to the BOCC has recommended to the Monroe County Tourist Development Council (hereinafter "TDC"), which has endorsed the recommendation, that certain monies be allocated for promotion of an event;

THEREFORE; in consideration of the mutual promises contained herein, the parties agree as follows:

1. BOCC shall pay a sum not to exceed (numeric) (written) for promotion and related expenditures, as described in the event budget, attached hereto as Exhibit B, for production of the (name of event) on (date of event). Payment will be made only after Event Sponsor submits invoices and support documentation acceptable to the County's Finance Department. The advertising and promotion budget for County funding may be altered as to the individual line items, or components, within 10% of the amount stated for that item or component, without increasing the total dollar amount and without requiring a written amendment to this agreement. Monroe County's performance an obligation to pay under this agreement is contingent upon an annual appropriation by the BOCC.

2. (Insert Name of event sponsor) shall provide promotion and related services as described in the Sponsor's application for funding, Exhibit A, attached hereto. All advertising and public relations services or supervision of advertising and public relations will be provided through the contracted agencies of the Tourist Development Council (TDC) and BOCC. The agencies of record, shall receive payment of work in progress upon submission of documented invoices associated with said event. In order for event sponsor to be reimbursed for expenditures, the invoices must be submitted no later than \_\_\_\_\_, 20\_\_\_\_.

3. **(Insert Name of event sponsor)** shall reimburse BOCC for any amount of funds expended by BOCC in connection with an event which does not occur as a result of any act or omission by Event Sponsor.

4. **(Insert Name of event sponsor)** covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of the services provided, event sponsored, or other activities and funding associated with this agreement. Should event involve the serving or distribution of alcoholic beverages, Event Sponsor shall obtain prior to the event a Liquor Liability insurance policy naming Monroe County as a co-insured.

5. **(Insert Name of event sponsor)** shall maintain records pursuant to generally accepted accounting principles for three (3) years after the event and shall permit BOCC and its agents and employees access to said records at reasonable times.

6. BOCC may terminate this agreement without cause upon providing written notice to Event Sponsor no less than sixty (60) days prior to the event and may terminate for breach upon providing to **(insert Name of event sponsor)** notice at least seven (7) days prior to the effective date of the termination.

7. **(Insert Name of event sponsor)** is an independent contractor and shall disclose any potential conflicts of interest as defined by Florida Statutes, Chapter 112 and Monroe County Code, Article XXI.

8. **(Insert Name of event sponsor)** warrants that he/she/it has not employed retained or otherwise had act on his/her/its behalf any former COUNTY office or employee in violation of Section 2 or Ordinance No. 10-1990 or any COUNTY officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the COUNTY may, at its discretion terminate this contract without liability and may also, at its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present COUNTY officer or employee.

9. "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

IN WITNESS WHEREOF, each party has caused this agreement to be executed by its duly authorized representative,

the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(SEAL)

Attest: Danny L. Kolhage, Clerk

Board of County Commissioners  
of Monroe County

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Mayor/Chairman

(CORPORATE SEAL)

Attest:

**(Event Sponsor)**

By. \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
President

OR

\_\_\_\_\_  
Witness